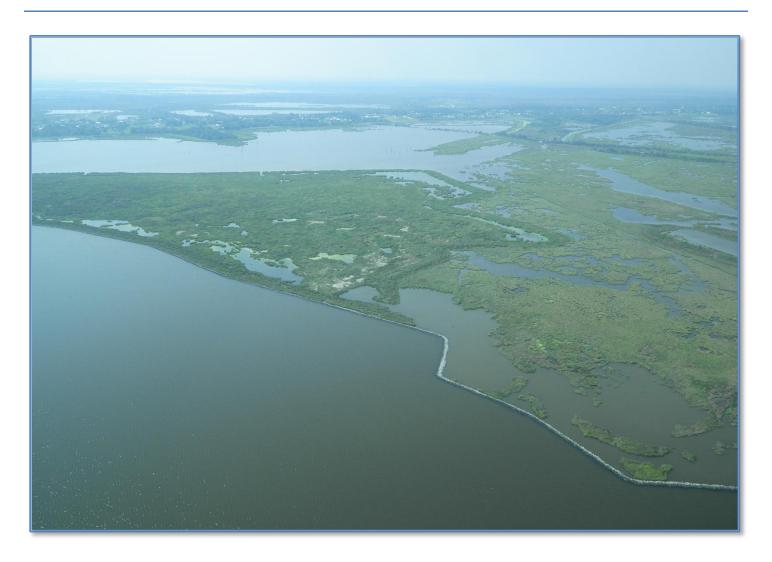
Operation, Maintenance, and Rehabilitation Plan West Lake Boudreaux Shoreline Protection and Marsh Creation Project TE-46



September 25, 2012





OPERATION, MAINTENANCE, AND REHABILITATION PLAN

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT TE-46

September 25, 2012

Prepared by: Coastal Protection and Restoration Authority of Louisiana

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History of Revisions

OPERATION, MAINTENANCE, AND REHABILITATION PLAN

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

(TE-46)

The Coastal Protection and Restoration Authority (CPRA) of Louisiana and the United States Department of the Interior / Fish and Wildlife Service (USFWS) agree to carry out the terms of this Operation, Maintenance, Repair, and Rehabilitation Plan (hereinafter referred to as the "Plan") of the accepted, completed project features in accordance with the Cost Share Agreement, DNR Agreement No. 2511-02-19 dated April 3, 2002 (Attachment I).

The project features covered by this plan are inclusive of and are identified as the West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46). The intention of the provisions of this Plan is to maintain this project in a condition that will generally provide the anticipated benefits that the project was based on. There are no requirements that this project function to any standard beyond the economic life, except that it is not left as a hazard to navigation or a detriment to the environment.

Construction of the North West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) is authorized by Section 303(a) of Title III Public Law 101-646, the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA) enacted on November 29, 1990 as amended. The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) was approved on the 11th Priority Project List.

1. PROJECT DESCRIPTION, PURPOSE, AND LOCATION

The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) is located in Terrebonne Parish, Louisiana along the western side of Lake Boudreaux, south of Bayou Butler, and east of Bayou Grand Caillou and Hwy 57. The project encompasses approximately 1,177 acres including 250 acres of intermediate marsh and 927 acres of open water.

The western shoreline of Lake Boudreaux helps protect the interior low salinity marshes and aquatic grass beds from the high wave energy and turbidity found in Lake Boudreaux. The TE-46 project is intended to protect the shoreline from further erosion due to direct exposure to wave energies and to restore interior marsh lost as a result of subsidence and saltwater intrusion. The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) involves creation of 220 acres of marsh along the western shoreline of Lake Boudreaux using material dredged from Lake Boudreaux; construction of 24,553 linear feet of earthen containment dike (to be partially degraded in the third year following construction); construction and maintenance of 12,447 linear feet of foreshore rock dike along the western shoreline of Lake Boudreaux; construction and maintenance of a rock riprap choke down section; and construction and maintenance of an earthen canal plug.

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The project has a twenty (20) year economic life, which began in November 2009. The principal project features include:

Northern Section

- Marsh Creation (122 acres)
- Foreshore Rock Dike (5,350 Linear Feet)
- Earthen Containment Dike (10,519 Linear Feet)

Central Section

- Marsh Creation (38 acres)
- Foreshore Rock Dike (2,140 Linear Feet)
- Earthen Containment Dike (5,398 Linear Feet)

Southern Section

- Marsh Creation (60 acres)
- Foreshore Rock Dike (4,957 Linear Feet)
- Earthen Containment Dike (8,636 Linear Feet)

Other Features

- Earthen Plug
- Choke Down Section (Rock Riprap)

2. CONSTRUCTION COMPLETION

The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) completion report is included in Attachment III of this Plan. Within this completion report is a summary of information and significant events including: project personnel, final as-built project features and benefitted acres, construction cost and CWPPRA project estimates, construction oversight cost, construction activities and change orders, pipeline and utility crossing owner information, and other significant milestone dates and comments.

The project "As-Built" construction drawings updated with all field changes and modifications that occurred during construction are included in Attachment IV.

3. PROJECT PERMITS

Project permit applications were completed and submitted to appropriate agencies, and permits were received prior to construction. These permits and permit amendments are included in Attachment V. Provisions for the renewal of Federal and State permits may be required.

4. <u>ITEMS REQUIRING OPERATION, MAINTENANCE, AND REHABILITATION</u>

The following completed, structural components jointly accepted by CPRA and USFWS will require operation, maintenance, repair, and/or rehabilitation throughout the twenty (20) year life of the project.

Foreshore Rock Dike

Three segments of foreshore rock dike were constructed along the western shoreline of Lake Boudreaux. The dikes were constructed using rock riprap (ASTM D 6092-97 Riprap R-300) to an elevation of +3.5 feet NAVD88 (vertical tolerance of +0.5 feet) with a 3-foot crest width and 2.5 to 1 side slopes for the northern segment and 2 to 1 side slopes for the central and southern segments. The rock dike segments were constructed upon a geotextile fabric base. Where the rock dike was constructed adjacent to the marsh fill areas, the earthen containment dike was constructed against the marsh-side slope of the rock dike. Galvanized steel settlement plates were installed within the rock dike segments at the locations indicated.

Northern Segment – 5,350 linear feet, 2.5:1 side slopes

<u>Station</u>	<u>Description</u>
0+00-23+07	Rock dike only
23+07-53+47	Rock dike with adjoining earthen containment dike
53+47-54+28	Rock dike only

Central Segment – 2,140 linear feet, 2:1 side slopes

<u>Station</u>	<u>Description</u>
0+00-3+41	Rock dike only
3+41-19+46	Rock dike with adjoining earthen containment dike

Southern Segment – 4,957 linear feet, 2:1 side slopes

<u>Station</u>	<u>Description</u>
0+00-1+01	Rock dike only
1+01-52+51	Rock dike with adjoining earthen containment dike
52+51-53+98	Rock dike only

Earthen Plug

The earthen plug is located in the northwest corner of an oil and gas access channel off of Lake Boudreaux at the north end of the project area. It was constructed using dredged material from the oil and gas access channel. The plug was constructed to an elevation of +4.0 feet NAVD88 with an 8-foot top width and 3 to 1 side slopes. The plug is approximately 75 feet long.

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Choke Down Section

The choke down section is located between the southernmost extent of the northern rock dike segment and the northernmost extent of the central rock dike segment. It consists of a 2-foot thick layer of rock riprap (ASTM D 6092-97 Riprap R-300) constructed across the opening in the shoreline between the northern and central marsh creation areas. The choke down section is approximately 150 feet long (direction along the shoreline) by approximately 75 feet wide and was constructed to reduce scour in that area.

5. OPERATION AND MAINTENANCE BUDGET

The cost associated with the Operations, Maintenance, and Rehabilitation of the features outlined in Section 4 of this plan for the twenty (20) year project life is included and summarized in Attachment VI.

6. OPERATION OF STRUCTURES

No operation is required for this project. (Attachment VII intentionally blank)

7. RESPONSIBILITIES – MAINTENANCE AND REHABILITATION

A. CPRA will:

- 1. In accordance with the Cost Share Agreement, DNR Agreement No. 2511-02-19 outlined in Attachment I, assume all responsibilities for maintenance and rehabilitation of the accepted, completed project features identified in Section 4.
- 2. Conduct joint site inspections with USFWS of the project site at least annually and after major storm events if determined to be necessary by CPRA and USFWS. CPRA will submit to USFWS, a report detailing the condition of the project features and recommendations for any corrective action. If CPRA recommends that corrective actions are needed, the report will include the entire estimated cost for engineering and design, supervision and inspection, construction, contingencies, and the urgency of such action. Annual inspection reports may be compiled under attachment VIII Annual Inspections.
- 3. Perform or have performed any corrective actions needed, if such corrective actions have been approved by CPRA, USFWS, and the CWPPRA Task Force. USFWS will participate with CPRA, or its appointed representative, in the engineering and design phases of the corrective actions for the project. Oversight of engineering and construction of the corrective actions for the project will be the responsibility of CPRA or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, CPRA or its appointed representative shall provide USFWS with final

copies of all project corrective action designs and specifications for review and concurrence by USFWS. CPRA or its appointed representative shall approve the final designs and specifications prior to proceeding with bid solicitations on all project corrective action construction contracts in coordination with USFWS. Any plan and/or specification changes both before and after award of construction contracts shall be approved by CPRA in coordination with USFWS.

- 4. USFWS and CPRA representatives shall meet as necessary during the period of construction for corrective actions and shall make such recommendations as they deem necessary.
- 5. Provide the non-Federal contribution towards operation and maintenance activities as specified in the Cost Sharing Agreement between CPRA and USFWS.

B. USFWS will:

- 1. Conduct joint site inspections with CPRA of the project site at least annually and after major storm events if determined to be necessary by CPRA and USFWS.
- 2. Request funding and authorization from the CWPPRA Task Force for any corrective actions that are deemed necessary by CPRA and USFWS.
- 3. Provide guidance for the development of plans and implementation of the project, review final copies of any maintenance and rehabilitation project designs and specifications, and provide review and approval of all planning and construction details prior to formal request for construction bids or any corrective actions for the project.
- 4. Provide the Federal contribution towards operations and maintenance activities as specified in the Cost Sharing Agreement between CPRA and USFWS.

The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) according to this document, referenced Cost Sharing Agreement, plans, and all applicable permits and laws.

UNITED STATES DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE

By: Jeffrey D. Weller One

Date: 10 16 12

Title:

Field Supervisor, Louisiana Ecological Services Office

COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA

By:

Date: 11 13 17

Title: Openations Duision Chief

ATTACHMENT I

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

COST SHARING AGREEMENT

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proved Under ONF Jecated Avil ority	FWS Agreement No.	
DNR	Agreement No. <u>2511-02-19</u>	
:FMS# <u>583777</u>		Approved Format 16A
Karen Y. Lewis		
COST SHARE	AGREEMENT	

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR-FISH AND WILDLIFE SERVICE

AND

THE STATE OF LOUISIANA

FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,

MAINTENANCE, REHABILITATION AND MONITORING OF THE

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT

(TE-46)

THIS AGREEMENT, entered into this 3 day of April , 2002 by and between the U.S. Department of the Interior, represented by the Fish and Wildlife Service (FWS), acting by and through the Regional Director, Region 4, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources, (hereinafter referred to as "DNR").

WITNESSETH, THAT:

WHEREAS, expenditure of Phase I funding for the West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act (hereinafter referred to as "CWPPRA") of 1990, 16 U.S.C. Section 3951 *et seq.*, (Public Law 101-646, Title III), and for local sponsorship by the Louisiana Coastal Wetlands Conservation and Restoration Plan, by the State of Louisiana in January 2002; and,

WHEREAS, upon successful completion of Phase I, expenditure of Phase II funding for the West Lake Boudreaux Shoreline Protection and Marsh Creation Project may be authorized by the Louisiana Coastal Wetlands Conservation and Restoration Task Force (hereafter referred to as the "Task Force";

WHEREAS, the State's Coastal Wetlands Conservation Plan was approved on November 30, 1997; all costs incurred on or after December 1, 1997 are shared at eighty-five percent (85%) Federal and fifteen percent (15%) non-Federal;

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WHEREAS, Section 303(e) of CWPPRA states that the Secretary of the Army shall not fund the identified project unless said project is subject to such terms and conditions necessary to ensure that wetlands restored, enhanced, or managed through the project will be administered for the long-term conservation of such lands and waters and dependent fish and wildlife populations; and,

WHEREAS, FWS is authorized by federal law to enter a cost-sharing agreement with DNR to provide financial cost-share assistance for the construction, operation, maintenance, rehabilitation, and monitoring of the project; and,

WHEREAS, La. R.S. 49:213 and La. R.S. 49:214 state that the Secretary of DNR may enter into cost-sharing agreements with the federal government in order to conserve, restore, create, and enhance vegetated wetlands in coastal Louisiana in accordance with prescribed legislative oversight; and,

WHEREAS, DNR has agreed to pay 5% of the total Project(s) cost in actual cash and the remaining balance of its share in the form of in-kind contributions; and,

WHEREAS, DNR is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For the purposes of this Agreement:

- a. The term "**Project**" shall mean the work authorized by Congress as specified above for the construction of the TE-46 West Lake Boudreaux Shoreline Protection and Marsh Creation Project. The TE-46 Project is located in Terrebonne Parish. The Projects objectives are to: halt erosion of the west Lake Boudreaux shoreline; maintain the productive shallow open-water /SAV habitat located behind the western shoreline of Lake Boudreaux; create 121 acres of marsh and nourish 85 acres of marsh along the western shoreline of Lake Boudreaux.
- b. The term "total Project costs" shall mean all costs incurred by DNR and FWS directly related to implementation of the Project. Such costs shall be those costs incurred after January 16, 2002; and which shall include, but not necessarily be limited to, the following: engineering and design costs; lands, easements, servitudes, and rights-of-way costs; project construction costs; construction management costs; relocation costs; pre-construction, construction, and post-construction monitoring costs; operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) costs; supervision and administration costs; hazardous and toxic waste investigation costs; cultural resources investigation costs; and NEPA documentation studies cost.
- c. The term "total first costs" shall mean all costs incurred by DNR and FWS directly related to completion of the construction phase of the project as identified in the official CWPPRA

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authorization document prepared by the CWPPRA Task Force January 16, 2002 and submitted to Congress.

- d. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time that the Contracting Officer certifies to DNR that construction of the entire project is complete. The Contracting Officer shall furnish to DNR copies of the government's written Notice of Acceptance of Complete Work furnished to contractor(s) for all contracts for the Project.
- e. The term "Contracting Officer" shall mean the FWS Regional Director, Region 4, or his designee.
- f. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of any alteration, modification, lowering or raising in place, and/or a new construction related to, but not limited to, existing: buildings, pipelines, public utilities (such as municipal water and sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by FWS and DNR to be necessary for the construction, operation, maintenance, monitoring, and rehabilitation of the Project.
 - g. The term "utility" shall mean pipelines, cables, and similar facilities.
- h. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.
- i. The term "construction management costs" shall mean costs incurred by FWS directly supervising and administering construction contracts, to include related overhead costs, as specified in applicable contracting regulations.
- j. The term "Project Monitoring Plan" shall mean a plan jointly developed and approved by DNR and FWS specifically for the Project which identifies all monitoring requirements, parameters and procedures. DNR will be responsible for collection of monitoring data and assimilation as part of the local cost-share responsibilities. Monitoring will be conducted for the expected life of the Project or as agreed by FWS and DNR.
- k. The term "maintenance" shall mean any action completed after the construction period that is required to maintain the Project at "as built" standards, and costing less than twenty percent (20%) of the original construction cost.
- 1. The term "rehabilitation" shall mean any action completed after the construction period that is required to maintain the Project at "as built" standards, and costing twenty percent (20%) or more of the original construction cost.

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m. The term "Operation, Maintenance Repair, Replacement, and Rehabilitation (OMRR&R) Plan" shall be a plan jointly developed and approved by FWS and DNR upon completion of the Project and prior to acceptance by DNR of the completed Project or functional portion of the Project. The OMRR&R Plan will address specific items, including any related landrights issues, with estimated costs, to be performed throughout the expected life-span of the Project and will be revised periodically to reflect actual needs.

- n. The term "operation, maintenance, repair, replacement, and rehabilitation costs" shall mean all costs incurred by DNR and FWS related to operating, maintaining, and rehabilitating the final accepted Project. Specific requirements and responsibilities shall be identified and mutually accepted by both parties in an "Operations, Maintenance, Repair, Replacement and Rehabilitation Plan".
- o. The term "obligation" refers to amount of orders placed, contracts awarded, services rendered, or other commitments made during a given period which will require outlay during the same or some future period.
- p. The term "engineering and design costs" shall mean all costs incurred by DNR and FWS related to the development, approval, and acceptance of detailed engineering and design plans, specifications, and Project bid documents. This will also include all supervision and administrative costs associated with the engineering and design phase of the Project and will terminate with the award of a Project construction contract.
- q. The term "monitoring costs" shall mean all costs by DNR and FWS in developing and implementing the Project Monitoring Plan to evaluate the effectiveness of the Project in reaching Project objectives. This shall include, but not be limited to, such items as plan development and review, conducting pre- and post-construction monitoring procedures, collection and evaluation of data, and preparation of monitoring reports with interpretation for future project application.
- r. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the Contracting Officer and DNR in writing to be suitable for tender to DNR for operation and maintenance in advance of completion of the entire Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.
- s. The term "life of the Project" shall mean the next twenty (20) years starting at the date of acceptance of the final Project, or functional portion of the Project, as provided in Article V.e. of this Agreement.
- t. The term "Phase I" shall include, but not be limited to, a determination of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate.

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u. The term **"Phase II"** shall mean Construction, Post-construction Biological Monitoring, OMRR&R and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision, Inspection.

v. The term "CWPPRA Project Standard Operating Procedures Manual" shall mean the standard procedures to be used by FWS and the State in the management of the Project. These standard procedures shall not supersede nor invalidate any rules or regulations internal to FWS or the State.

ARTICLE II – OBLIGATIONS OF THE PARTIES

a. No federal funds may be used to meet the DNR share of Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

b. DNR shall:

- 1. Over the life of the Project, fund a total contribution equal to the non-federal share of the total Project costs, including a minimum cash contribution of five percent (5%) of the total Project costs. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of way obtained through or owned by DNR, or relocations credit granted for Project features furnished by DNR, and all administrative and management costs required by DNR to fulfill the obligations specified in this Agreement including pre- and post- construction Project monitoring, permitting coordination, geotechnical investigation, engineering services, landrights amendment processing and or acquisition, maintenance, operation, and/or rehabilitation responsibilities accepted by DNR.
- 2. Prior to advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a minimum cash contribution of five percent (5%) of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract.
- 3. Prior to the advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a contribution equal to the non-federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of-way obtained through or owned by DNR, or relocations credit granted for Project features furnished by DNR, administrative and management costs, and any engineering and/or ecological, biological, or hydrological review evaluations required by DNR to fulfill the obligations specified in this Agreement.
- 4. Implement the Project Monitoring Plan in accordance with procedures jointly developed with FWS and, as further specified in Article VIII, to assure the performance of the long-term monitoring requirements.

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- 5. Provide specific engineering services associated with the Project, subject to the cost-sharing provisions, and as mutually agreeable to both DNR and FWS, or its engineering representative. Specific engineering services to be provided by DNR may include design surveys, plan preparation, post-construction surveys, etc. All such services will be approved by and subject to the supervision and guidance of FWS engineering representatives.
- 6. Acquire all land rights, servitudes, rights-of-way, easements, and material borrow and dredged material disposal areas associated with the Project which are determined to be on lands or waters that are not federally owned or federally controlled, subject to cost-sharing terms previously identified above.
- 7. Jointly develop an OMRR&R Plan with FWS which will identify specific long-term maintenance, operation, repair, replacement and rehabilitation requirements. Said plan will be developed upon completion of the Project features in accordance with Article I.m., and will be reviewed and modified as necessary after an evaluation conducted by DNR, with FWS participation, within 12-18 months following completion of construction.
- 8. Provide for non-federal share of costs identified in the OMRR&R Plan, according to Articles VI and VIII.a.
- 9. Assume responsibilities (including engineering, design, and construction services) for OMRR&R of the Project upon acceptance of the completed Project, limited only by the provisions of Article XVI. FWS will reimburse DNR using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of such costs, subject to availability of funds.
- 10. Participate in a preliminary design review with FWS at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e., CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

c. FWS shall:

- 1. Over the life of the Project, fund a total contribution equal to the federal share of the total Project costs, including any relocation costs associated with the Project.
- 2. Prior to the advertisement of each construction contract, FWS shall provide a contribution equal to the federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract, including any relocation costs associated with the Project.
- 3. Except as limited by the provisions of Article VIII.b., and subject to the availability of appropriations, reimburse DNR for the federal share of the approved cost of pre- and post-construction monitoring of the Project upon receipt of the request for reimbursement.

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- 4. Reimburse DNR using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of the actual costs incurred by DNR for project management, geotechnical and engineering services proved for the Project, permitting coordination, and acquiring all land rights (easements, servitudes, and rights-of-way, including suitable borrow material and disposal areas) as determined by FWS to be necessary for Project construction, operation, monitoring, maintenance, and rehabilitation.
- 5. Acquire all landrights, easements, servitudes and rights-of-way, including suitable borrow and dredged material disposal areas, and fulfill all applicable Federal and state regulatory requirements on federally owned or controlled lands or waters.
- 6. Participate with DNR on the level of design effort needed to determine the effectiveness of a project in achieving intended environmental benefits.
- 7. Provide all engineering, design, including but not limited to surveying, geotechnical investigations, hydrological modeling as deemed necessary by DNR and FWS, land services, and construction services, except those mutually agreed as specified in Article II.b.5. and Article II.b.9. associated with the Project, subject to the cost-sharing provisions identified.
- 8. Participate in a preliminary design review with DNR at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e., CWPPRA Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).
- 9. Provide the federal share of costs identified in the OMRR&R Plan and actually incurred by DNR, subject to the limitations on expenditures set forth in Article XIX.
- 10. Provide authorized technical services including, but not limited to, obtaining basic information; preparation of drawings, design, and specifications; and performance of layout, inspection services, and quality assurance during construction. The design report, preliminary and final plans must be reviewed by the DNR Project Manager and concurred upon prior to advertisement.
- 11. Arrange for and conduct final inspection of the completed works of improvement with DNR to determine whether all work has been performed in accordance with the contractual requirements. Based on this determination, accept work from the contractor and notify DNR of acceptance.
- 12. Participate, with DNR, in an evaluation within 12 18 months following the completion of construction to assess OMRR&R needs. FWS will also participate with DNR in any subsequent evaluations as the parties deem necessary to address long-term maintenance, operation, and rehabilitation of the Project.
- 13. Ensure that all National Environmental Policy Act (NEPA) and regulatory requirements, including permits, for the Project are met.

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14. Submit to DNR the completed As-built Surveys/Construction drawings and Construction Completion Report.

ARTICLE III – LAND RIGHTS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

- a. On non-Federal lands, DNR shall acquire all land rights, easements, servitudes, rights-of-way, and material borrow and disposal areas determined to be necessary for construction of the Project and as mutually agreed-to by DNR and FWS. Prior to the advertisement of any construction contract, DNR shall provide certification to FWS that all land rights, easements, servitudes, rights-of-way and material borrow and disposal areas required, have been acquired as part of this Agreement and shall furnish to FWS evidence supporting actual rights-of-way acquired by DNR for Project construction, operation, monitoring, and maintenance.
- b. The State shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation, maintenance, and rehabilitation of the project.
- c. No title to the property or minerals affected herein are transferred with any easements, servitudes, rights-of-way, and material borrow and disposal areas provided by DNR pursuant to this Agreement. No public rights of ownership shall be transferred and vested in private parties as a result of the Project. Further, any easements, servitudes, rights-of-way, and material borrow and disposal areas shall provide for reasonable access for mineral exploration and development.

ARTICLE IV – VALUE OF LAND RIGHTS AND FACILITIES

- a. The value of the land rights, easements, servitudes, and rights-of-way to be included in total Project costs and credited towards DNR's share of total Project costs will be determined in accordance with the following procedures:
- 1. The costs associated with securing all land rights, easements, servitudes, and rights-of-way to be acquired by DNR (Article III.a.) shall be the actual costs including, but not limited to, expenses associated with securing legal land rights instruments from all sources (legal reviews, recording fees, etc.) associated with Project activities. An estimate of such costs will be prepared by DNR and approved by FWS for credit allowance as part of the DNR cost-share. Credit allowance for any costs above this estimate must be approved by FWS.
- 2. Any costs incurred for relocations will be included in total Project costs and will be accomplished as part of Project construction through the agreed cost-share arrangement.

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ARTICLE V – CONSTRUCTION PHASING AND MANAGEMENT

- a. To provide for consistent and effective communication between DNR and FWS during the period of construction, DNR and FWS shall appoint representatives to coordinate scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project.
- b. DNR will participate with FWS, or its appointed representative, in the engineering and design phases of the Project. Oversight of engineering and construction of the Project will be the responsibility of FWS or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, FWS, or its appointed representative, shall provide DNR with final copies of all Project designs and specifications for review and concurrence by DNR. FWS, or its appointed representative, and DNR shall concur in the final designs and specifications prior to proceeding with bid solicitations on all project construction contracts. Any plan and/or specification(s) changes, both before and after award of construction contracts, shall be jointly approved by FWS and DNR.
- c. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.
- d. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project; but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.
- e. Following completion of the Project, or functional portion of the Project, final acceptance of the Project, or functional portion of the Project, will be jointly made by FWS and DNR. Should the Project, or functional portion of the Project, not meet plan specification objectives, then DNR will have the option to approve modification of the Operation, Maintenance, and Rehabilitation Plan, or to terminate this Agreement. However, both DNR and FWS shall endeavor to modify the Project and/or its Operation, Maintenance, and Rehabilitation Plan to ensure that the original plan specification objectives are achieved.

ARTICLE VI - METHOD OF PAYMENT

a. DNR shall provide the contributions required under Article II of this Agreement. The Task Force has estimated a Phase I cost of \$1,322,354 and authorized a maximum Phase I cost of \$1,652,943 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I costs. The maximum amount of DNR's contribution is \$247,941. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$1,652,943 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The maximum amount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$82,647. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits. Should the Task Force authorize expenditure of Phase II funding, this Agreement shall be amended in accordance with Article XX.

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- b. DNR shall provide its required cash contribution in proportion to the rate of federal expenditures in accordance with the following provisions:
- 1. For purposes of budget planning, FWS shall notify DNR by October 1 of each year of the estimated funds that will be required from DNR to meet its share of total Project costs for the subsequent fiscal year.
- 2. No later than sixty (60) calendar days prior to the advertisement of each construction contract, FWS shall notify DNR of DNR's share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. This amount will include the non-federal share of total first costs in cash and/or credit as described in Article II.b.3., and the minimum cash contribution of five percent (5%) of total first costs as described in Article II.b.2. No later than thirty (30) calendar days thereafter, DNR shall verify to the satisfaction of FWS or its representatives, that it has deposited the requisite amount in an escrow account with interest accruing to DNR.
- 3. For the second and subsequent fiscal years of Project implementation, no later than sixty (60) calendar days prior to the beginning of the fiscal year, DNR shall make the necessary funds available to FWS through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, FWS shall adjust the amount required to be provided under this paragraph to reflect actual costs.
- 4. If, at any time during the period of construction, FWS determines that additional funds will be needed from DNR to meet DNR's required share, FWS shall so notify DNR, and DNR, no later than forty-five (45) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2. of this Agreement.
- c. FWS will draw on the escrow account such sums as FWS deems necessary to cover contractual and in-house fiscal obligations attributable to the Project on an annual basis, as well as costs incurred by FWS prior to the initiation of construction but after January 16, 2002, according to Article I.b.
- d. The escrow account will be managed for FWS by the New Orleans District, U.S. Army Corps of Engineers. Funds will be withdrawn from the account and disbursed to FWS as requested.
- e. Upon completion of the Project, or termination of this Agreement in accordance with Article XV of this Agreement, and resolution of all relevant contract claims and appeals, FWS shall compute the total Project costs and tender to DNR a final accounting of DNR's share of total Project costs. In the event that the total contribution by DNR is less than its minimum required share of total Project costs, DNR shall, no later than ninety (90) calendar days after receipt of written notice, make a cash payment to FWS of whatever sum is required to meet its minimum required non-federal share of total Project costs, subject to the availability of appropriations.

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- f. In the event DNR has made cash contributions in excess of five percent (5%) of total Project costs which result in DNR having provided more than its required share of total Project costs, FWS shall, no later than ninety (90) calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to DNR; however, DNR shall not be entitled to any refund of the five percent (5%) cash contribution required pursuant to Article II.b.2. of this Agreement.
- g. If DNR's total contribution under this Agreement (including land rights, easements, rights-of-way, relocations, material borrow and disposal areas, and work-in-kind provided by DNR and approved by FWS) exceeds DNR's required non-federal share of total Project costs, FWS shall verify the actual exceeded costs and direct the U.S. Army Corps of Engineers, subject to the availability of appropriations for that purpose, and the minimum five percent (5%) cash requirement, refund the excess to DNR no later than ninety (90) calendar days after the final accounting is complete.

ARTICLE VII – DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiations or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII – MONITORING, OPERATING, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION

- a. After FWS has accepted, with the concurrence of DNR, the completed Project, or the functional portion of the Project, DNR shall assume long-term monitoring responsibilities in accordance with the Project Monitoring Plan defined in Article I.j. of this Agreement. At this same time, DNR will also assume responsibilities for operation, maintenance repair, replacement, and rehabilitation (OMRR&R) of the completed Project, or functional portion of the Project, following the recommendations jointly developed and approved by DNR and FWS in the OMRR&R Plan defined in Article I.m. of this Agreement. These responsibilities will remain in effect for the expected life of the Project which is twenty (20) years from the date of acceptance of the completed Project unless otherwise agreed to by FWS and DNR.
- b. DNR grants FWS the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or maintains access easements to the Project, for the purpose of inspection related to monitoring, and OMRR&R of the Project. If an inspection shows that DNR, for any reason, is failing to fulfill its obligations under this Agreement, FWS will send a written notice to DNR concerning a need for compliance. If DNR persists in such failure for ninety (90) calendar days after receipt of this notice, then FWS shall have a right to cancel the federal assistance portion of this Agreement for any additional expenses related to monitoring, and OMRR&R costs of the Project.

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ARTICLE IX - MAINTENANCE OF RECORDS

FWS and DNR shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Project costs. FWS and DNR shall maintain such books, records, documents and other evidence for a minimum of three (3) years after completion of construction, operation, maintenance, repair, replacement, rehabilitation, and monitoring of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE X – GOVERNMENT REVIEW OF RECORDS

FWS shall have the right to conduct an audit, when appropriate, of DNR's records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the non-federal share of Project costs.

ARTICLE XI – STATE REVIEW OF RECORDS

DNR shall have the right to conduct an audit, when appropriate, of FWS' records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the federal share of Project costs.

ARTICLE XII – RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIII – OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

DNR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by DNR for the purpose of securing business. For breach or violation of this warranty, FWS shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

FWS Agreement No.	
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ARTICLE XV - TERMINATION OR SUSPENSION

- a. If FWS or DNR fails to receive annual appropriations for the Project in amount sufficient to meet Project expenditure for the then-current or upcoming fiscal year, FWS or DNR shall so notify the other Party. After sixty (60) calendar days from such notification either party may elect, without penalty, to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as FWS or DNR receives sufficient appropriations or until either party elects to terminate this Agreement.
- b. Except as provided in paragraph (a) above, if at any time DNR fails to make the payments required under this Agreement, FWS shall terminate or suspend work on the Project until DNR is no longer in arrears, unless FWS determines that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-federal interests in connection with the Project. DNR shall not be liable for any future payments should FWS continue work on the Project, but shall remain liable for obligations previously incurred.

ARTICLE XVI - OBLIGATIONS OF FUTURE APPROPRIATIONS

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the State of Louisiana when obligating future appropriations would be inconsistent with the State's constitutional or statutory limitations.

ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to DNR:

If to FWS:

Secretary, Department of Natural Resources P.O. Box 94396 Baton Rouge, LA 70804-9396 Regional Director U.S. Fish and Wildlife Service 1875 Century Boulevard Atlanta, Georgia 30345

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIX - PROJECT COST LIMITS

a. The Task Force will finance the Project in two phases. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. The Task Force estimated Phase I cost for this Project at \$1,322,354. To provide flexibility in Phase I of the Project, the Task Force has authorized a maximum Phase I cost of 125% of the estimated Phase I cost or \$1,652,943 for this particular Project. This is the total funding and obligation for FWS and the State until Phase II funding is approved. Any cost in excess of this maximum total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The 125% budget for Phase I by funding category includes the following:

1.	E & D (including supervision & administration)	\$1,486,414
2.	Easements and Landrights	\$ 138,314
3.	Pre – Construction Monitoring	\$ 28,215
Total		\$1,652,943

- b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 125% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Regional Director and the DNR Secretary. Work on that particular funding category shall thereafter resume.
- c. After Phase I has been substantially completed, the Task Force may authorize expenditure of Phase II funding. This process will be accomplished as specified in the CWPPRA Project Standard Operating Procedures Manual. This Agreement shall then be amended in accordance with the provisions

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of Article XX to include the total Phase II costs and the initial fund obligation of Phase II which consists of Construction, the purchase of real estate, and the first three (3) years of Post- construction Biological Monitoring, and OMRR&R. Construction includes Project Management, Contract Management, Construction Supervision, and Inspection.

d. Post-construction Biological Monitoring and OMRR&R costs and fund obligations beyond the initial first three (3) year funding obligation will be in accordance with Section 6.j. of the CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29,2001).

ARTICLE XX – AMENDMENTS TO BE IN WRITING

This Agreement may be modified by agreement of the parties, in accordance with the provisions of CWPPRA and applicable federal and state regulations. All such amendments, modifications, revisions, and/or changes to this Agreement must be made in writing and acknowledged by signature of the authorized representatives of all parties of this Agreement. All such amendments, modifications, revisions, and/or changes to this Agreement shall be subject to review and approval by the Division of Administration, State of Louisiana.

ARTICLE XXI - EQUAL OPPORTUNITY AND CIVIL RIGHTS

The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provisions contained in the following Federal anti-discrimination laws: (1) Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), as amended; (2) the Civil Rights Restoration Act of 1987 (Public Law 100-259); (3) the Civil Rights Act of 1991 (Public Law 102-166), as amended; (4) Executive Order 11478, as amended; (5) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended; (6) Title II of the Americans with Disabilities Act of 1990 (PL 101-336); (7) the Age Discrimination in Employment Act (PL 93-259), as amended; (8) Age Discrimination Act of 1975 (PL 94-135); (9) Equal Pay Act; (10) Title IX of the Education Amendments of 1972, as amended; and (11) other Federal statutes that prohibit discrimination. They will also be in accordance with nondiscrimination regulations of the Secretary of Interior (43 CFR 17). The program or activities conducted under this Agreement will provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, handicap or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Departments of Interior or any agency thereof.

ARTICLE XXII – SURVEY

Prior to commencement of any construction activities, FWS or the Office of Coastal Restoration and Management of DNR, at the option of DNR, shall (1) cause to be conducted, a survey to determine the highest tide during winter season or such other time which will indicate the extent of State ownership existing prior to commencement of any restoration activities, or (2) obtain aerial photographs or satellite images of the project area taken within one (1) year prior to commencement of the restoration activity, or (3) acquire such other information as is acceptable to DNR to indicate the extent of State ownership.

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Any costs associated with this Article are considered a part of total Project costs and shall be cost-shared according to the terms previously identified.

ARTICLE XXIII - FEDERAL AND STATE LAWS

- a. In exercise of DNR's rights and obligations hereunder, DNR agrees to comply with all applicable Federal and State laws and regulations.
- b. FWS agrees to comply with all applicable Federal and State of Louisiana laws and/or regulations, unless state law and regulations are preempted by federal law.

ARTICLE XXIV - FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the Louisiana legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

FWS Agreement No.	
DNR Agreement No. 2511-02-19	
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WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT TE-46

U.S. DEPT. OF INTERIOR FISH AND WILDLIFE SERVICE SERVICE

BY: Can

Sam D. Hamilton / Regional Director

STATE OF LOUISIANA

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Jack C. Caldwell, Secretary Louisiana Department of Natural Resources

WITNESSES:

WITNESSES:

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FWS Agreement No.	
DNR Agreement No. 2511-02-19	
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CERTIFICATE OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U.S. Department of Interior-Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne, Parish, LA, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority.

Warren A. Fleet General Counsel

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FWS Agreement No.	
DNR Agreement No. 2511-02-19	
•	Approved Format 16A

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 4/3/02

JACK CALDWELL, Secretary
Department of Natural Resources
State of Louisiana

FWS Agreement No.	
DNR Agreement No. 2511-02-19	
	Approved Format 16A

STATE OF GEORGIA

COUNTY OF DEKALB

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said County and State aforesaid, on this
Notary Public, Cherokee County, Georgia My Commission Expires November 23, 2003 My commission expires: (SEAL)
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 3 day of

NOTARY PUBLIC

My commission expires: with life

(SEAL)

FWS Agreement No DNR Agreement No.

Amendment No. 1

AMENDMENT NO. 1

Approved Under @NR Delegated Authority

TO

COST SHARING AGREEMEN

BETWEEN

U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE

AND

STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

TE-46

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 3rd day of April, 2002, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as "FWS"), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources (hereinafter referred to as "DNR"), which allows for the Cost Sharing Agreement to be amended in writing.

Therefore,

WITNESSETH THAT:

WHEREAS, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

WHEREAS, expenditure of Phase II for the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized by the PL 101-646 Task Force February 8, 2006.

NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

ARTICLE VI - METHOD OF PAYMENT 1.

Paragraph "a." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

DNR Agreement No. __511-02-19
Amendment No. 1

"a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of \$1,322,354 and a Phase II cost of \$14,654,600 for a total amount of \$15,976,954.

To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I and Phase II costs. The maximum amount of DNR's contribution for Phase I is \$198,353 and for Phase II is \$2,198,190 the total of which is \$2,396,543. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$1,322,354 or the Phase II cost of \$14,654,600 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The amount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$66,117 and Phase II is \$732,730. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS."

2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph "a." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"a. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,322,354 and the Phase II at an estimated cost of \$14,654,600 for a total cost of \$15,976,954. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, the first three (3) years of Operation, Maintenance and Rehabilitation and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The budget for each Phase by funding category includes the following:

PHASE I

1.	E&D (including supervision & administration)	\$ 776,688
2.	Easements and Landrights	\$ 110,651
3.	Pre-Construction Monitoring	\$ 22,572
4.	DNR Administration	\$ 205,344
5.	FWS Administration	\$ 205,344
6.	Corps Project Management	<u>\$ 1,755</u>
Total Phase I		\$1,322,354

FWS Agreement No. __511-02-19
Amendment No. 1

PHASE II

1.	Construction (including Project & construction management		
	and construction supervision & inspection)	\$1	0,180,530
2.	Contingency	\$ 2	2,431,900
3.	Easements and Landrights	\$	0
4.	FWS Administration	\$	247,709
5.	DNR Administration	\$	247,709
6.	Post-Construction Monitoring	\$	0
7.	Operation, Maintenance and Rehabilitation	\$ 1	1,543,213
8.	U.S. Corps of Engineers Project Management	<u>\$</u>	3,539
Total Phase II		\$1	4,654,600

Paragraph "b." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I and Phase II costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Supervisor, Louisiana Field Office and the DNR Secretary. Work on that particular funding category shall thereafter resume."

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46)

IN WITNESS WHEREOF, the partic	es hereto have caused this Amendment to be
executed on this day of	, 2006, before
the undersigned witnesses.	
U.S. DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE BY: Russell C. Watson Supervisor	BY: Scott A. Angelle, Secretary Louisiana Department of
	Natural Resources
Louisiana Field Office	Natural Resources
WITNESSES:	WITNESSES:
Robert Dubois Robert Dubois Fatherine D. Francis KATHERINE D. FRANCIS	Susanna Jerrell Julia Raiford
Karın Goillall. Karın Soileau	KAREN Y. LEWIS LOWIS

FWS Agreement No. DNR Agreement No. 1

511-02-19

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

DATE: 4 March 28, 200 4

Scott A Angelle, Secretary
Department of Natural Resources
State of Louisiana

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FWS Agreement No. DNR Agreement No. 1

511-02-19

CERTIFICATION OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U. S. Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne Parish, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 30th day of March, 2006.

Isaac Jackson, Jr.

STATE OF LOUISIANA PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this Hold day of Now, 2006, personally came and appeared Russell C. Watson who declared that he is the Supervisor of the U.S. Department of Interior, Fish and Wildlife Service, Louisiana Field Office that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

My commission expires: With Life (SEAL)

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

NOTARY PUBLIC
Monique Edwards USA#1155

Executive Counsel

My commission expires:

(SEAL)

Approved Under PNR Delegated Authority

Amendment No. 2

CFMS* 583777

AMENDMENT NO. 2

TO

BETWEEN

U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE

COST SHARING AGREEMENT

AND

STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE
WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

TE-46

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 3rd day of April, 2002, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as "FWS"), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources (hereinafter referred to as "DNR"), which allows for the Cost Sharing Agreement to be amended in writing.

Therefore,

WITNESSETH THAT:

WHEREAS, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

WHEREAS, expenditure of Phase II for the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized by the PL 101-646 Task Force February 8, 2006.

WHEREAS, Phase II Increment I cost for construction of the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized for an increase of \$1,916,859 by the PL 101-464 Task Force February 15, 2007.

FWS Agreement No. 2

NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph "a." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of \$1,322,354 and a Phase II cost of \$16,571,459 for a total amount of \$17,893,813.

To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I and Phase II costs. The maximum amount of DNR's contribution for Phase I is \$198,353 and for Phase II is \$2,485,719 the total of which is \$2,684,072. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$1,322,354 or the Phase II cost of \$16,571,459 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The amount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$66,118 and Phase II is \$828,573. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS."

2 ARTICLE XIX – PROJECT COST LIMITS

Paragraph "a." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"a. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,322,354 and the Phase II at an estimated cost of \$16,571,459 for a total cost of \$17,893,813. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, the first three (3) years of Operation, Maintenance and Rehabilitation and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The budget for each Phase by funding category includes the following:

PHASE I

1. E&D (including supervision & administration)

\$ 776,688

2. Easements and Landrights

\$ 110,651

FWS Agreement No.	
DNR Agreement No	511-02-19
Amendment No. 2	

3⋅	Pre-Construction Monitoring	\$ 22,572
4.	DNR Administration	\$ 205,344
5.	FWS Administration	\$ 205,344
6.	Corps Project Management	<u>\$ 1,755</u>
	Total Phase I	\$1,322,354
PHASE II		
1.	Construction (including Project & construction management and construction supervision & inspection)	\$11,621,419
2.	Contingency	\$ 2,792,124
3⋅	Easements and Landrights	\$ o
4.	FWS Administration	\$ 247,709
5.	DNR Administration	\$ 247,709
6.	Post-Construction Monitoring	\$ o
7-	Operation, Maintenance and Rehabilitation	\$ 1,658,959
8.	U.S. Corps of Engineers Project Management	\$ 3,539
	Total Phase II \$16,5	571,459

Paragraph "b." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I and Phase II costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Supervisor, Louisiana Field Office and the DNR Secretary. Work on that particular funding category shall thereafter resume."

FWS Agreement No.

DNR Agreement No. 511-02-19

Amendment No. 2

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46)

IN WITNESS WHEREOF, the parties	hereto have caused this Amendment to
be executed on this day of	Auly, 2007,
before the undersigned witnesses.	
U.S. DEPARTMENT OF THE INTERIOR	THE STATE OF LOUISIANA
FISH AND WILDLIFE SERVICE	
James F. Boggs Acting Field Office Supervisor Louisiana Field Office	Scott A. Angelle, Secretary Louisiana Department of Natural Resources
WITNESSES:	WITNESSES:
Rabutodo	Suzanne Terreil
Word Winfula	Sulia Raidord
Daniel Bartof	Haren y. Lewis
·	Haren Y. Lewis

FWS Agreement No.

DNR Agreement No. 511-02-19

Amendment No. 2

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

DATE: July 18, 200

Scott A Angelle, Secretary

Department of Natural Resources

State of Louisiana

FWS Agreement No. 2

CERTIFICATION OF AUTHORITY

I, Isaac Jackson, Jr., do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U. S. Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne Parish, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 6kd day of

Isaac Jackson, Jr General Counsel

6 of 7

FWS Agreement No.	
DNR Agreement No.	.511-02-19
Amendment No. 2	

STATE OF LOUISIANA PARISH OF LAFAYEFFE VERNIUON

BEFORE ME, the undersigned author for said Parish and State aforesaid, on this 2007, personally came and appeared James I Supervisor of the U.S. Department of Interior Office that he executed the foregoing instrumthat the instrument was signed pursuant to the Agency and that he acknowledged the instrument Federal Agency.	F. Boggs who declared that he is the Acting r, Fish and Wildlife Service, Louisiana Field nent on behalf of said Federal Agency and he authority granted to him by said Federal
My commission expires:(SEAL)	<u> </u>

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this
State Agency.

NOTARY PUBLIC Isaac Jaekson General Counsel

My commission expires: ______(SEAL)

James J. Devitt, III

Notary No. 8973

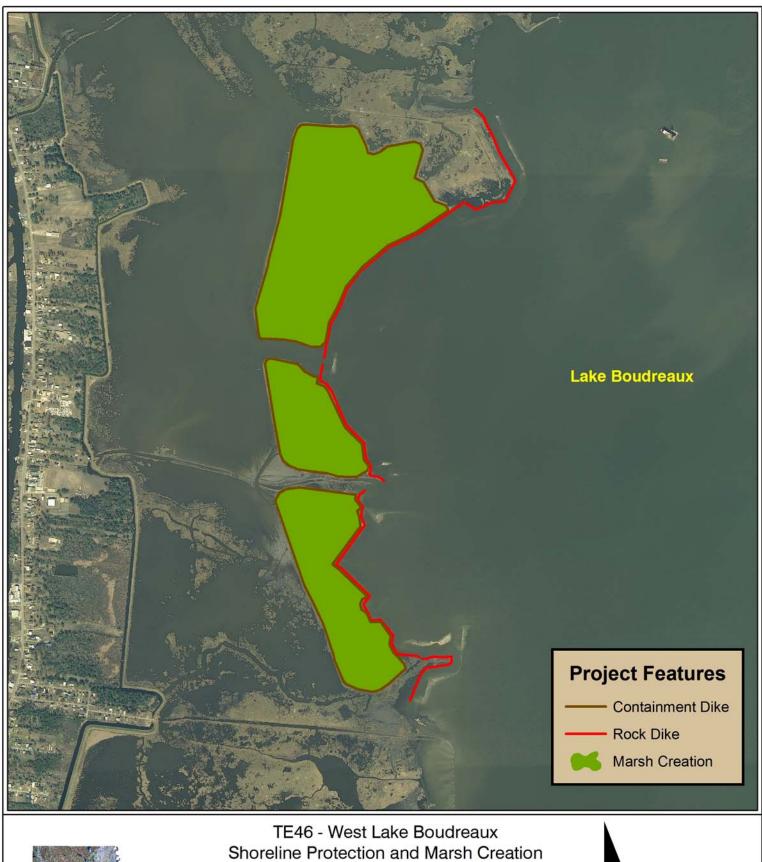
State of Louisiana

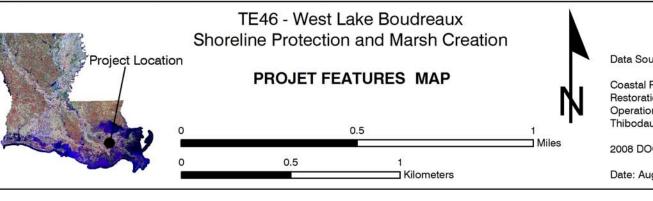
Commissioned for Life

ATTACHMENT II

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

PROJECT FEATURES





Data Source:

Coastal Protection and Restoration Authority Operations Division Thibodaux Field Office

2008 DOQQ_1M_TC

Date: August 21, 2012

ATTACHMENT III

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

PROJECT COMPLETION REPORT

PROJECT COMPLETION REPORT¹

	PROJECT NAME		t Lake Boudreaux Shoreline Protection and sh Creation
	CWPPRA/STATE PROJECT NO.	TE-4	46
Report Date:	May 3, 2012	BY:	Charles Slocum

1. Project Managers/Contracting Officer:

CPRA Project Manager	Andrew Beall	Telephone	(225) 342-1952
CPRA Construction Project Manager	Brian Babin	Telephone	(985) 447-0956
CPRA Monitoring Manager	Todd Hubbell	Telephone	(985) 447-0985
Federal Agency Project Manager	Robert Dubois - USFWS	Telephone	(337) 291-3127
	John Jurgensen - NRCS		(318) 473-7694
Federal Agency Contracting Officer	Ralph Broome	Telephone	(318) 473-7781

2. Location and description of projects as approved for construction by Task Force.

The West Lake Boudreaux Shoreline Protection and Marsh Creation (TE-46) project is located in Terrebonne Parish along the western side of Lake Boudreaux, south of Bayou Butler and east of Bayou Grand Caillou.

The project's objectives include: reducing erosion of the west Lake Boudreaux shoreline to protect 80 acres of emergent marsh and submerged aquatic vegetation (SAV); maintaining the shallow, open water habitat, including its SAV, located west of the lake rim; and creating 284 acres of marsh along the southwestern shoreline of Lake Boudreaux and at interior marsh sites through the deposition of dredged material. Containment dikes will be used to hold the dredged material in the marsh creation areas. The borrow site, from where the dredged material will be extracted, will be located in Lake Boudreaux east of the project site. In an effort to lessen or halt shoreline erosion, 13,000 linear feet of rock dike will be constructed in three sections along the western shoreline of Lake Boudreaux, from Hog Point south to Hog Point Canal. This will include "fish dips" for the exchange of material, nutrients, and organisms between the interior marsh and the lake's main body. Elsewhere, an earthen plug will be constructed to prevent unwanted water exchange. The project also calls for construction of 4,000 linear feet of earthen dike. In addition, existing openings will be enlarged and/or new openings created in the pumping station spoil bank to facilitate the exchange of water and organisms between the project area's north and south ponds.

3. Final, as-built features, boundaries and resulting acreage (use attachments if necessary).

Project features consist of the following:

- 1) 11,644 linear feet of shoreline protection in two sections along the western shoreline of Lake Boudreaux. The structure was built in 2 to 3.5 feet of water and between 0 to 100 feet from shore. A gap, approximately 100 feet wide, was left open for fish access.
- 2) Lake-bottom sediments were hydraulically dredged to create 124 acres of marsh.
- 3) Created marsh was planted with marshhay cordgrass and seashore paspalum within the first year.
- 4) One earthen plug to reduce water exchange between Lake Boudreaux and marsh located in the northern portion of the project area.
- 5) Enlarge existing openings and create new openings in the pumping station canal spoil bank to facilitate water exchange between the north and south ponds.

The exact location and construction dimensions of the project can be seen in the attached "As Built" drawings.

Actual Benefitted Acres: 277 Acres

¹To be filled out at construction completion by either the CPRA Construction Project Manager or the Federal Agency Contracting Officer depending on which organization had lead role for construction of project.

4. Key project cost elements

	CWPPRA Project Cost Estimates**	Cost Incurred as of Construction Completion
Construction	\$ 14,413,543.00	\$ 14,353,786.32
E & D	\$ 1,604,682.00	\$ 1,119,905.13
Landrights	\$ 191,651.00	\$ 191,137.80
Monitoring	\$ 22,572.00	\$ 14,255.31
O & M	\$ 1,664,815.00	\$ 92.96
Total	\$ 17,897,263.00	\$ 15,684,127,52

^{**} Most recent estimate from CWPPRA Project estimates Report produced by USACOE.

5. Items of work

Item No.	Work	Estimated Quantity	Unit	Estimated Unit Price	Estimated Amount	Unit Bid Price	Bid Amount	Final Quantity	Final Amount	% Over/ Under
1	Mobilization and Demobilization	1	Job	\$300,000.00	\$300,000.00	\$2,220,000.00	\$2,220,000.00	1	\$2,220,000.00	100.00%
2	Pollution Control	1	Job	\$30,000.00	\$30,000.00	\$75,000.00	\$75,000.00	1	\$75,000.00	100.00%
3	Construction Surveys	1	Job	\$60,000.00	\$60,000.00	\$310,000.00	\$310,000.00	1	\$310,000.00	100.00%
4	Contractor Quality Control	1	Job	\$60,000.00	\$60,000.00	\$280,000.00	\$280,000.00	1	\$280,000.00	100.00%
5	Excavation, Marsh Creation Dredging	975,000	CY	\$3.23	\$3,149,250.00	\$3.50	\$3,412,500.00	975,000	\$3,412,500.00	100.00%
6	Rock Riprap	66,000	Ton	\$45.00	\$2,970,000.00	\$67.50	\$4,455,000.00	66000	\$4,455,000.00	100.00%
7	Geotextile	45,900	SY	\$7.00	\$321,300.00	\$8.80	\$403,920.00	45,900	\$403,920.00	100.00%
8	Excavation, Flotation Access	1	Job	\$487,250.00	\$487,250.00	\$935,000.00	\$935,000.00	1	\$935,000.00	100.00%
9	Metal Fabrication, Settlement Plates	18	EA	\$1,000.00	\$18,000.00	\$3,000.00	\$54,000.00	18	\$54,000.00	100.00%
10	Earthfill, Earthen Plug	1	Job	\$10,000.00	\$10,000.00	\$29,580.00	\$29,580.00	1	\$29,580.00	100.00%
11	Earthfill, Containment Dike, Open Marsh Area	1	Job	\$384,750.00	\$384,750.00	\$975,000.00	\$975,000.00	1	\$975,000.00	100.00%
12	Identification Markers and Plaques, Permanent Warning Signs	4	EA	\$2,500.00	\$10,000.00	\$4,250.00	\$17,000.00	4	\$17,000.00	100.00%
				Total Estimate	\$7,800,550.00	Total Bid	\$13,167,000.00		\$13,167,000.00	

				Modifications					
M1	This mod is to remove drawing sheet	4of 65 and rep	lace with o	awing sheet 4M1 of 65					
						Total Mod	ification #1	\$0.00	
M2	This mod is to Increase CLIN 12 from	n 4 to 5 and do	llar value	om \$17,000.00 to \$21,250.00 - Ro	evise Construction Spe	ecification 7 - Remov	e and replace	drawing sheets	•
12A	Identification Markers and Plaques, Permanent Warning Signs	1	EA		\$4,250.00	\$4,250.00	1	\$4,250.00	100.00%
				·		Total mod	ification #2	\$4,250.00	
М3	Adds CLIN 13								
13	Excavation, Borrow South Containment Dike (Rock Dike)	1	Job		\$12,650.00	\$12,650.00	1	\$12,650.00	100.00%
	<u> </u>					Total Mod	ification #3	\$12,650.00	
M4	Increase the quantity of geotextile by	6,150 SY			_				
7A	Geotextile	6,150	SY		\$8.80	\$54,120.00	6,150	\$54,120.00	100.00%
						Total Mod	ification #4	\$54,120.00	
M5	This mod removes the requirement to	use nuclear m	eter from t	e contract	_				
1A	Mobilization and Demobilization	1	LS		-\$21,403.00	-\$21,403.00	1	-\$21,403.00	100.00%
						Total Mod	ification #5	-\$21,403.00	
M6	This mod add CLIN 14 to the contract	nt.			-				

14	Excavation South Floatation Channel	1	Job			\$180,500.00	\$180,500.00	1	\$180,500.00	100.00%
							Total Modi	fication #6	\$180,500.00	
M7	This is a no cost mod to eliminate cr	ossingof the pipe	eline							
							Total Moo	lification #7	\$0.00	
M8						_				
5A	Excavation, Marsh Creation Dredging	195,387	CY			\$3.50	\$683,854.50	195387	\$683,854.50	100.00%
							Total Mod	lification #8	\$683,854.50	
M9	Administrative mod to correct the do	ollar amount of th	ne contrac	t		_				
5B	Excavation, Marsh Creation Dredging	1				-\$0.50	-\$0.50	1	-\$0.50	100.00%
							Total Modification #9 -\$0.50			
M10	This mod is to add CLIN 15 to the c	ontract - purpose	is for NF	RCS portion of m	itigation work perfo	ormed by contractor				
15	Marsh Repairs	1	Job			\$80,000.00	\$80,000.00	1	\$80,000.00	100.00%
							Total Modi	fication #10	\$80,000.00	
M11	To deobligate and close out contract									
							Total Modi	fication #11	-\$261,926.80	
							Total Cost of	Contract	\$13,899,044.20	

6. Construction and construction oversight

Prime construction contractor	Inland Dredging Co., LLC
Subcontractor	Choctaw Transportation Company
Subcontractor	Bertucci Contracting Company, LLC
Subcontractor	Manson Gulf
Subcontractor	Wilco Marsh Buggies
Original construction contract	\$ 13,167,000.00
Change orders	\$ 732044.20
Final construction contract	\$ 13,899,044.20

Const. oversight contractor		Const. amt.	\$
Cons. O.S./Admin. agency	NRCS	Est. amt.	\$

7. Major equipment used.

4600 Manutowoc Crane	330 Excavator Marsh Buggy (3)	AB-4 Spud Barge
71-B Bucyrus Erie Crane	330 LK Excavator	AB-5 Spud Barge
330-B Bucyrus Erie Crane	24-inch Suction dredge Boat Ingenuity	Various rock barges
00 D D	m	

88-B Bucyrus Crane Tug Julie Marie

8. Discuss construction sequences and activities, problems encountered, solutions to problems, etc.

The subcontractor Wilco arrived with two marsh buggies and proceeded to build the containment dike starting with the north containment site and then to the central and south sites. Next the subcontractor Manson Gulf brought in a dredge and dug the access channels. Next the subcontractors Choctaw Transportation and Burtuci began to build the rock dike along the west bank of Lake Boudreaux starting at sta. 0+00 and continued up station. After building the containment dike and waiting the required 60 days for dewatering, the contactor brought in the 24 in suction dredge Ingenuity and began filling the containment sites starting with the northern site and working south. After finishing the subcontractor Manson Gulf moved in and backfilled all access channels.

The only major problem encountered was the damage done by Wilco Marsh Buggies. Upon arrival at the site, Wilco tracked through open marsh to get to the northern containment dike. At the end of construction the tracks were filled in with dredge material to the satisfaction of the landowner.

Marsh Creation:

- 1. Excavate and place spoils as required for containment dike.
- 2. Place spoil from access flotation.
- 3. Pump in spoil from borrow area.

Construction of rock riprap dike

- 1. Excavate and place spoil as required for access flotation.
- 2. Place geotextile that will be underneath the rock riprap.

Place rock riprap

9. Construction change orders and field changes.

Modification #1: This modification is to the replacement of drawing sheet 4 of 65 with drawing sheet 4M1 of 65. This is a no cost modification result is no net increase to the contract.

Modification #2: This modification allowed adjustment of the containment dike and south marsh creation area as proposed by contractor and increases bid item 12, ID Markers.

This modification result in a net increase to the contract of \$4,250.00.

Modification #3: This modification allowed for excavation from the interior marsh area to provide material for construction of the earthen containment dikes running parallel to the rock dikes from station 412+50 to 414+25.

This modification results in a net increase to the contract of \$12,650.00.

Modification #4: This modification allows the quantity of geotextile to be increased by 6,150 SY.

This modification results in a net increase to the contract of \$54,120.00.

Modification #5: This modification allows by mutual agreement to remove the use of nuclear meter from construction specification 21.

This modification results in a net decrease to the contract of (\$21,403.00).

Modification #6: This modification allowed 3,000 feet of dredging excavation for floatation access to the remaining 600 feet of the unconstructed rock dike.

This modification results in a net increase to the contract of \$180,500.00.

Modification #7: This modification is to eliminate the crossing of the pipeline.

This is a no cost modification results in no increase to the contract.

Modification #8: This modification was needed to increase line item quantity from 975,000 cy to 1,170,387 cy. This modification results in a net increase to the contract of \$683,854.50.

Modification #9: This is an administrative mod to correct the contract dollar amount.

This modification results in a net decrease to the contract of (\$0.50).

Modification #10: This modification was for mitigation work performed by the contractor as a result of contractor tracking equipment in the marsh area outside the work area.

This modification results in a net increase to the contract of \$80,000.00.

Modification #11: This mod is to de-obligate remaining balance from contract and close the contract.

This modification results in a net decrease to the contract of (\$261,926.80).

10. Pipeline and other utility crossings.

Structure	<u>Owner</u>	Rep. To Contact
Pipeline	Crosstex	Mr. Mike Girard
		311 Paterson Street
		Lafayette, La 70501
		(985) 804-3721
Pipeline	Gulf South	Mr. Joe Breaux
		110 Park Place Suite 100
		Covington, LA 70433
		(985) 804-3680

11. Safety and Accidents.

NONE

12. Additional comments pertaining to construction, completed project, etc.

Construction of all project features is complete and all disputes between NRCS and the contractor have been resolved. Mitigation for damage to adjacent marsh (approximately 1 acre) by marsh buggy has also been resolved by restoring approximately 1 acre of marsh and nourishing nearly 5 acres of marsh with small hydraulic dredge. Last remaining issue is degrading containment dikes, which should be completed in early 2011.

13. <u>Significant Construction Dates</u>: To be filled out by CPRA Construction Project Manager or Contracting Officer for construction for Agency responsible for construction.

	Date	Bid I.D.
Bid I.D. (Construction, Vegetation, etc.)		AG-7217-S-07-0060
Bid Opening	4-24-2007	
Construction Contract Award	7-20-2007	AG-7217-C-07-0110
Preconstruction Conference	7-24-2007	
Notice to Proceed	7-1-2007	
Mobilization	8-1-2007	
Construction Start	7-24-2007	
Construction Completion	10/30/2009	
Final Acceptance	10/30/2009	

If different bids are taken, repeat this table to individually reflect each bid and attach tables.

Other significant Project Dates

	Date
Project Implementation closeout**	
Start of Preconstruction Monitoring***	
Preconstruction Aerial Photography Acquisition***	
Monitoring Plan Completion***	

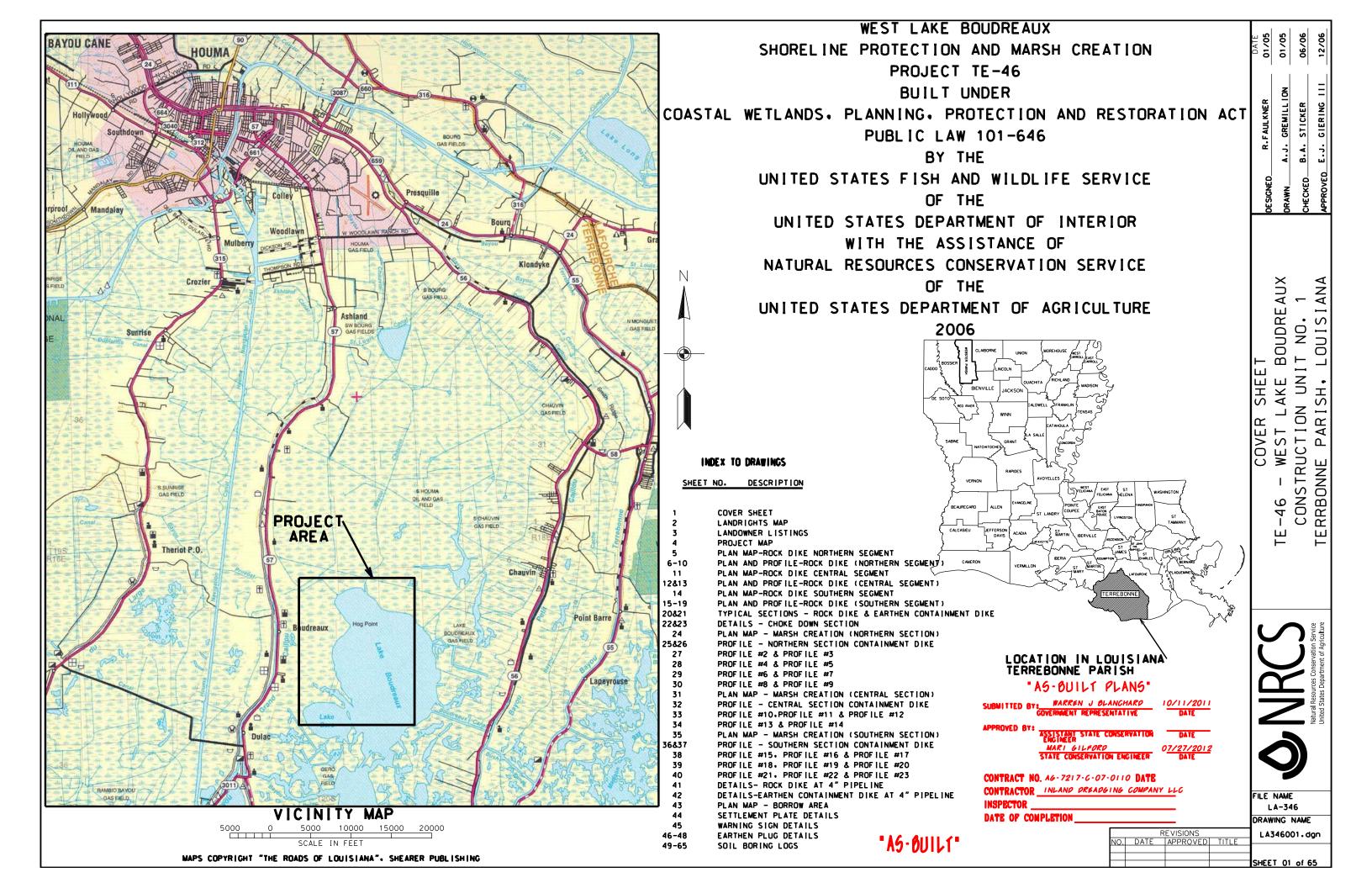
^{**} Final implementation closeout is made by either the CPRA Project Manager or the Federal Agency
Contracting Officer depending on which organization had lead role for construction of project.

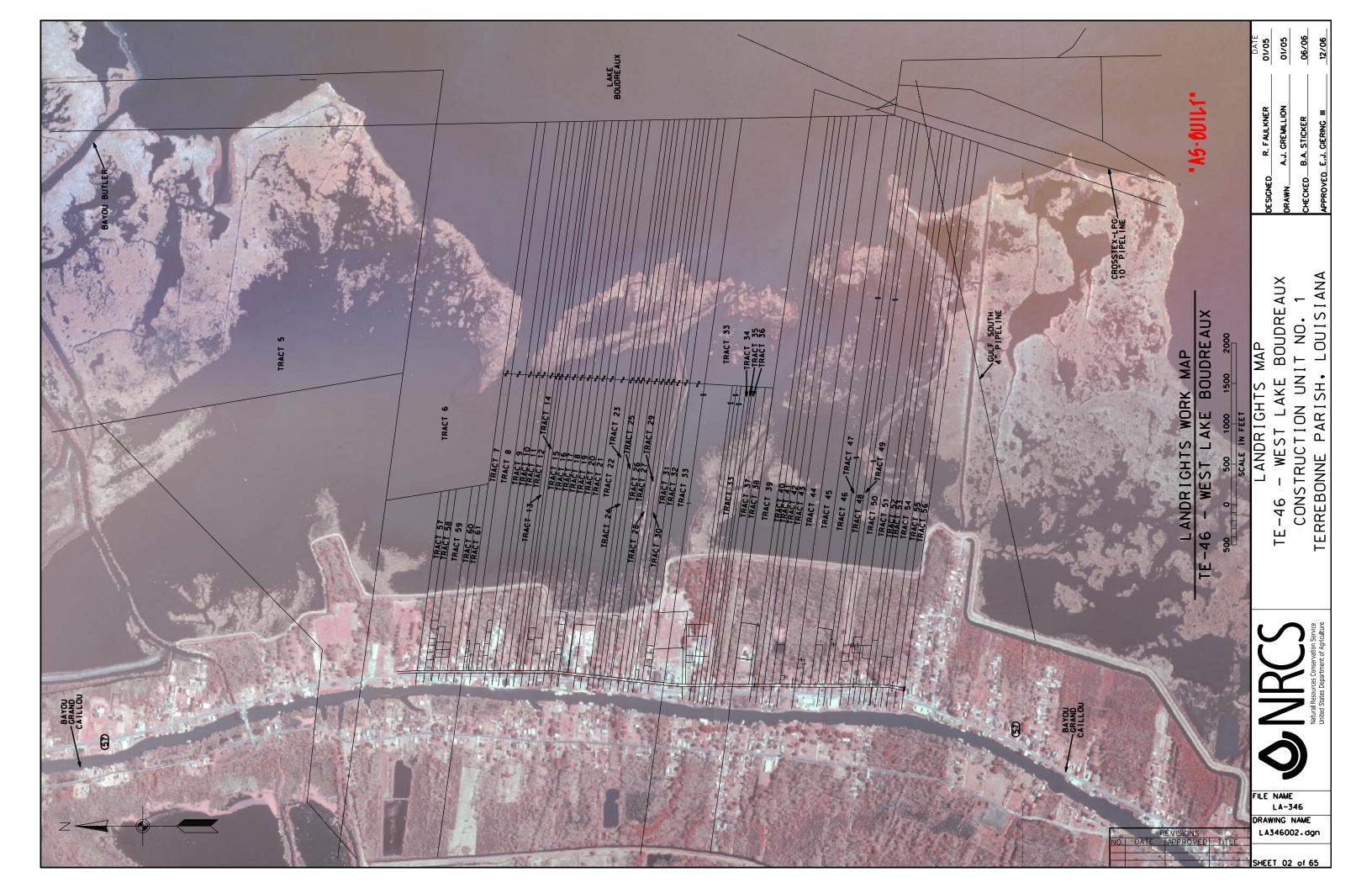
*** To be completed by CPRA Project Manager.

ATTACHMENT IV

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

AS-BUILT DRAWINGS





1KAC 1 #5	***
- 1	CLAUDE P. PRICE
TRACT #9	
TRACT #10	LARRY AUTHEMENT
	- I ->
TRACT #14	
	CARN
. I.	17 DC
$\lfloor \rfloor_{\vdash}$	ERIC J. CARLOS
TRAC1 #18	15
	THE CONGREGATION OF THE H
	BOUDREAUX, ET
	ROBERT J. BOUDREAUX, ET A
TRACT #23	CLEUS C. BERGERON SR.
	MRS. BERTHA A. BOUDREAUX
	IIS EXPLURA
1RAC1 #26	LUNICE BLANCHARD VOISIN
	VOISIN
	10
TRACT #30	YVONNE CHAUVIN AUTHEMENT
	SIDNEY HEBERT
TRACT #32	LAWRENCE LUKE
\vdash	7
TRACT #34	エ
1KAC1 #55	
	Ur JAMES J. CARL
	XXX
	XXX
	ESTHER C. GUIDRY ET AL
TRACT #41	MOAH P. ORDOYNE
	ICIA CHARLES
	TRAVIS J. LUKE ET AL
TRACT #44	XXX
	XXX
	XXX
TRACT #48	ROBERT J. BOUDREAUX. SR.
	XXX
TRACT #57	RYAN PROPERTIES INC. , FT
	E JOSEPH FANGUY
TRACT #54	LLI
	CAMILLE J. COLLINS
	101
	J. DUF
1RAC1 #58	PERCY PEIER DUPLANIIS
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Natural Resources Conservation Service United States Department of Agriculture

FILE NAME LA-346

DRAWING NAME LA346003.dgn

SHEET 03 of 65

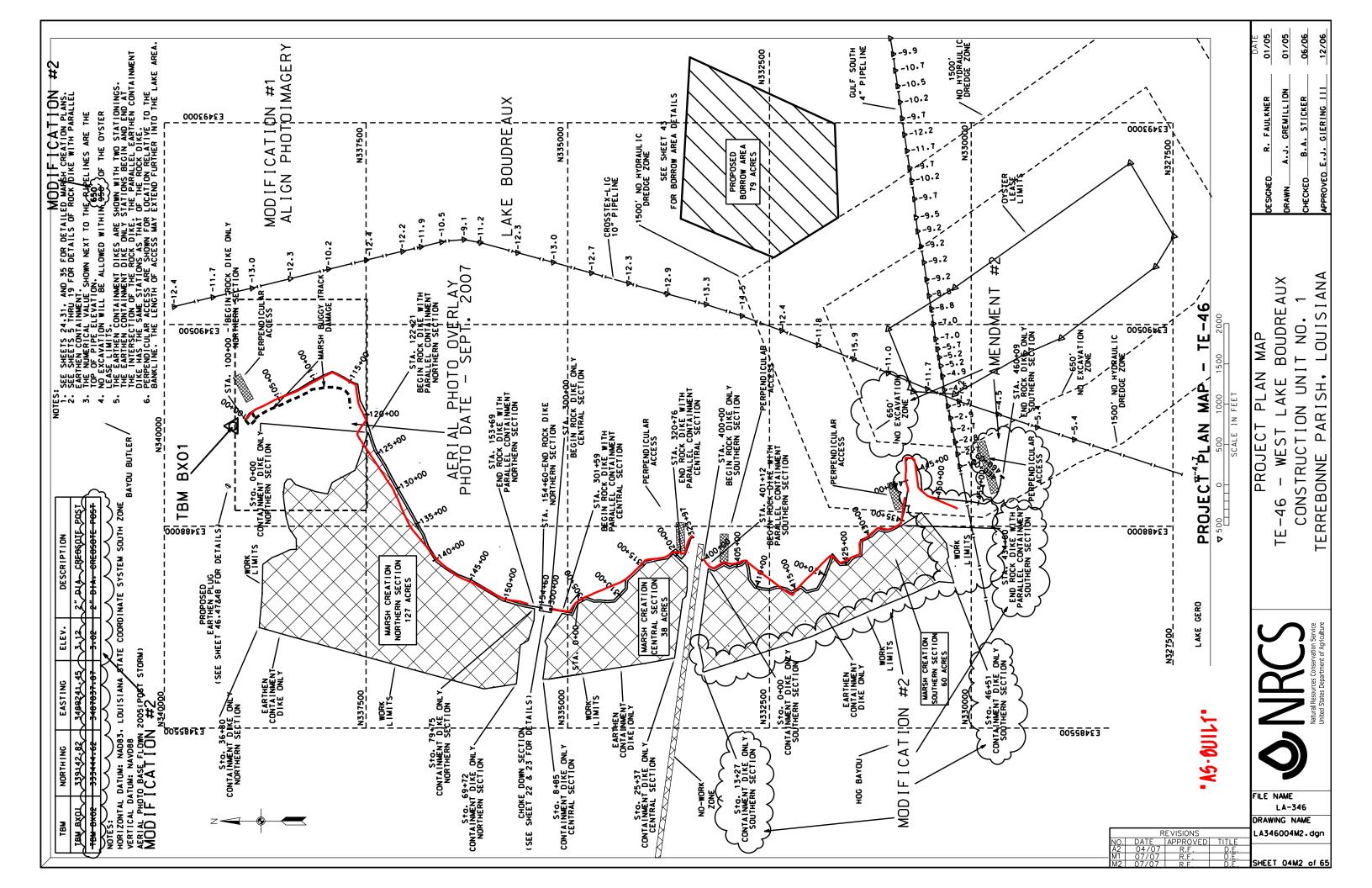
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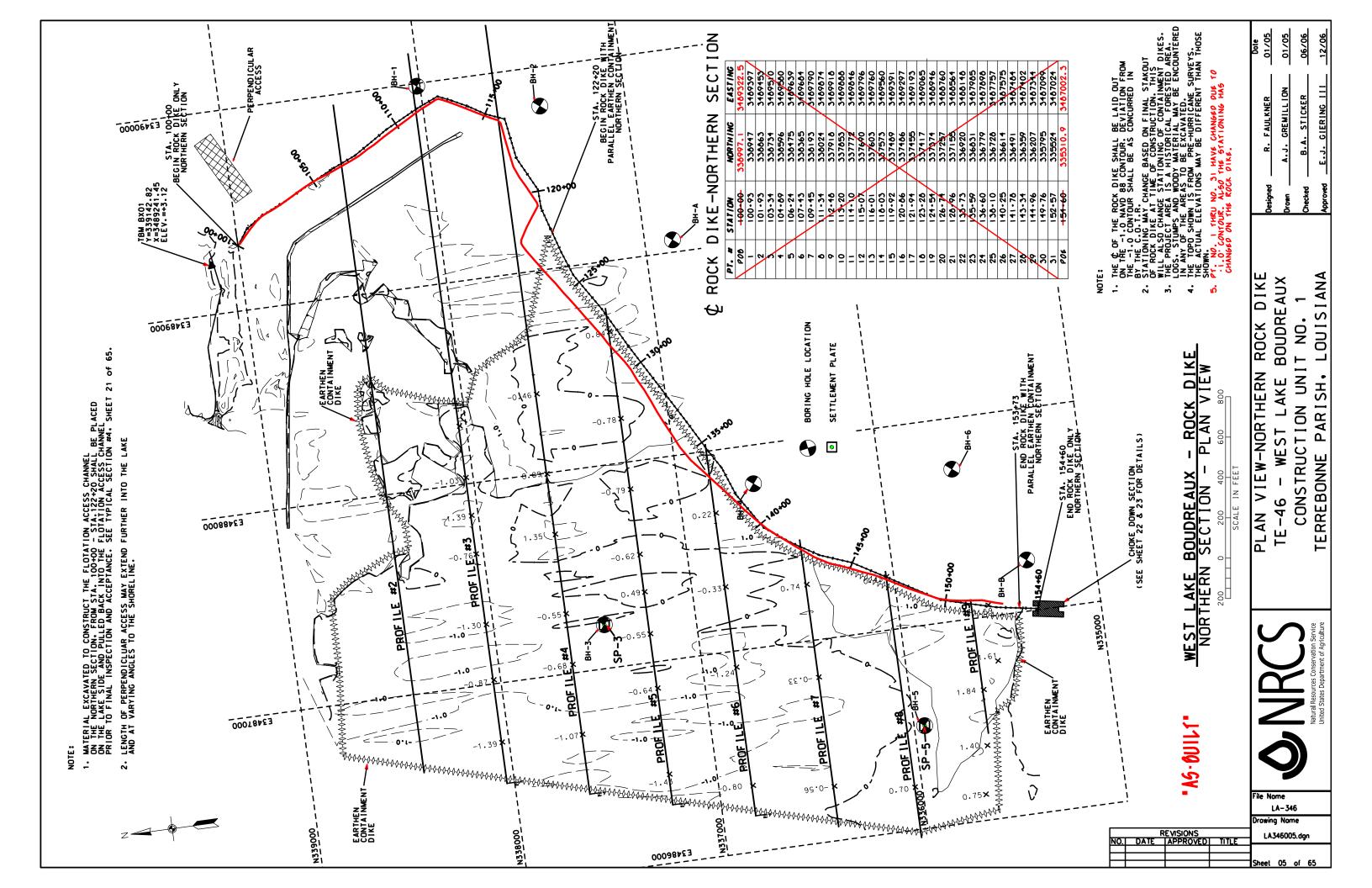
TE-46 - WEST LAKE BOUDREAUX

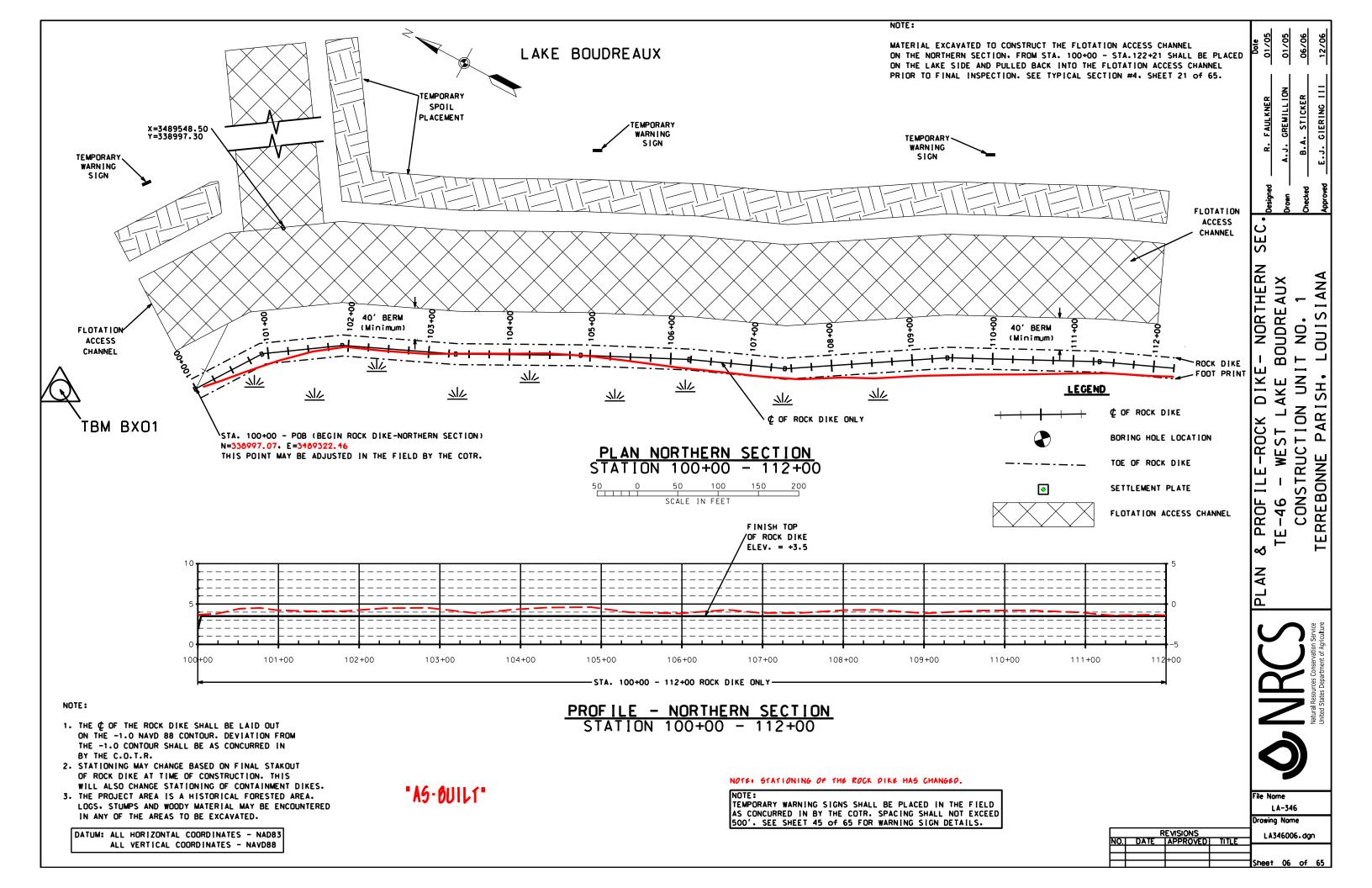
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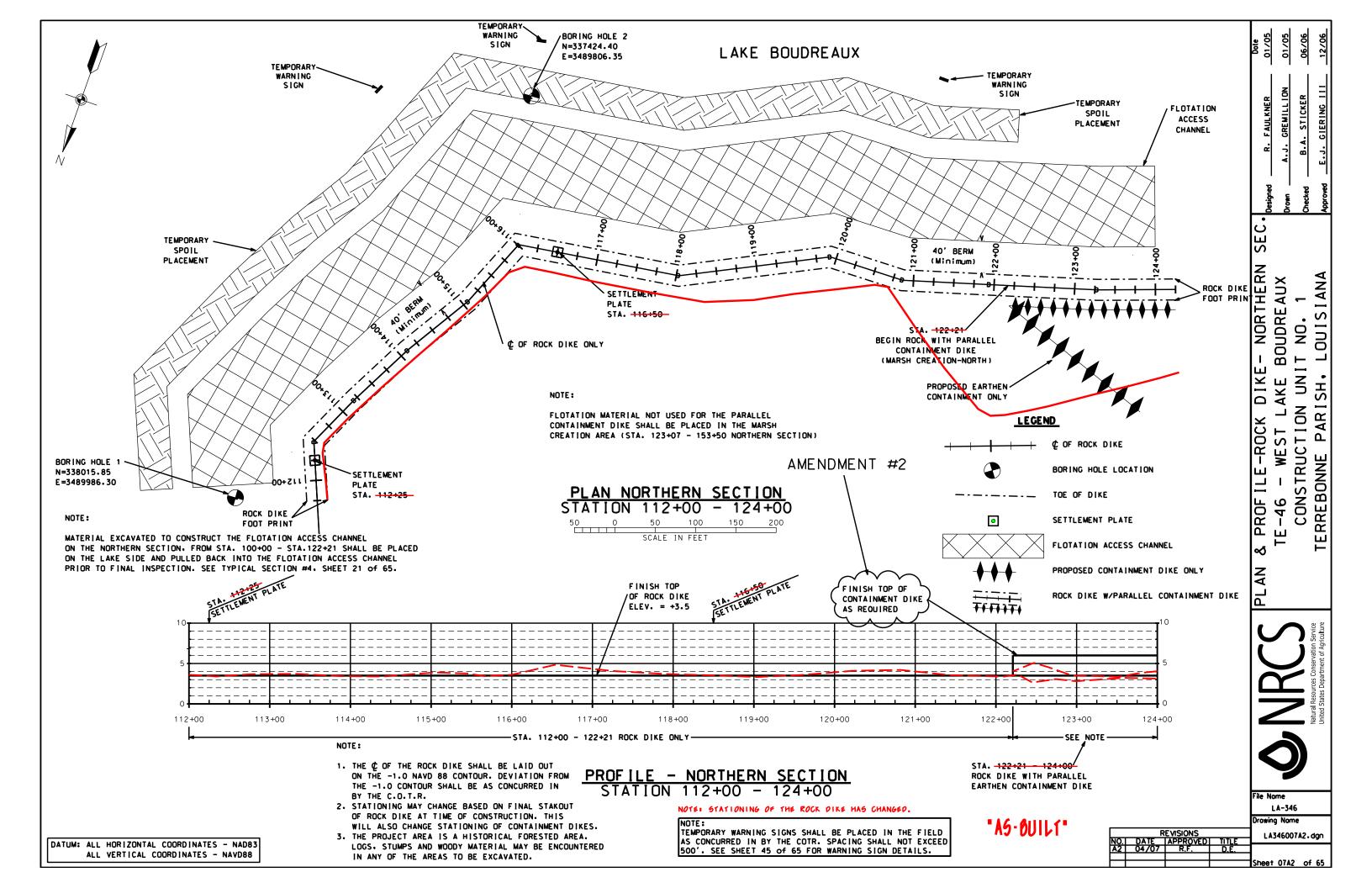
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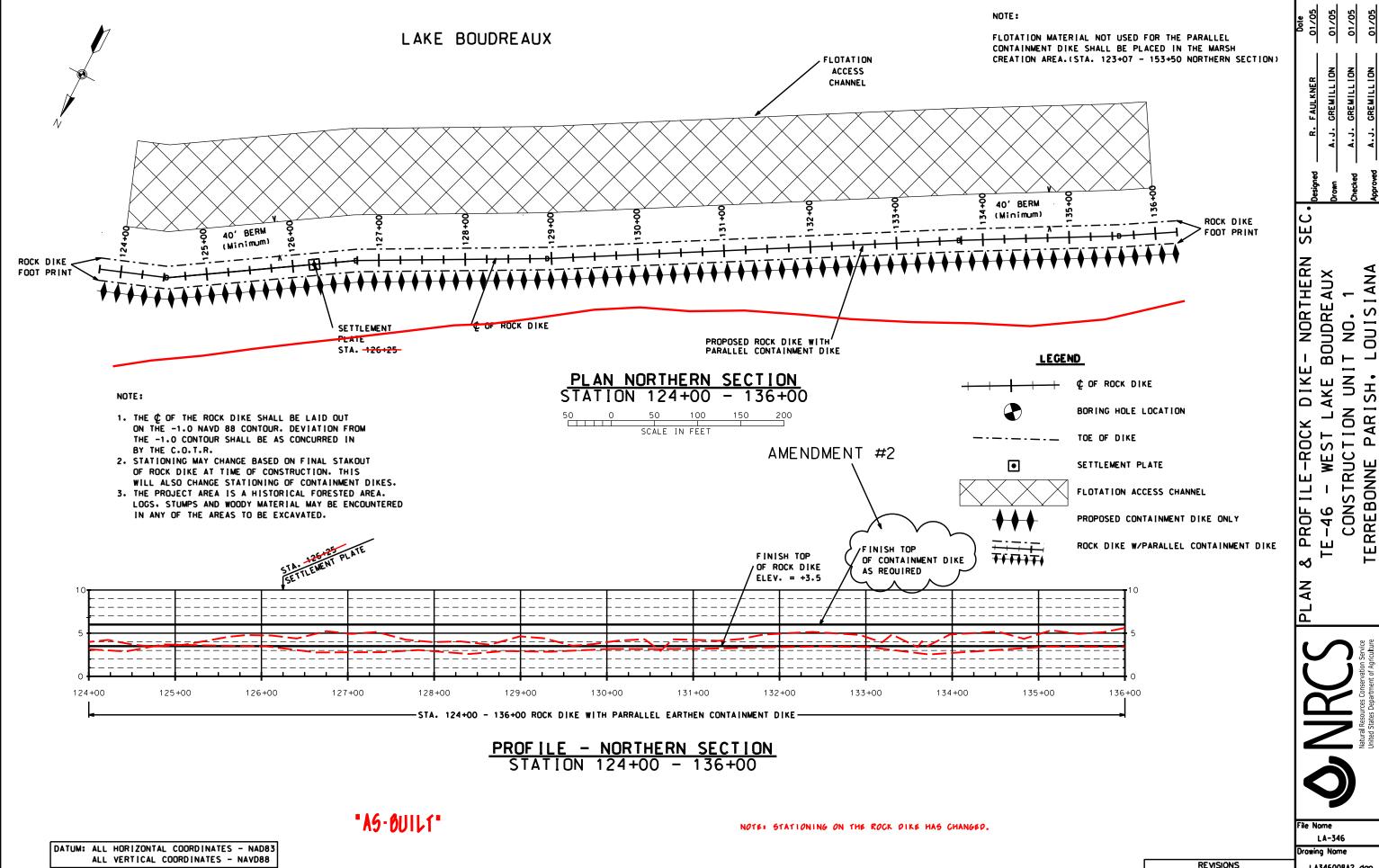
_	DAIE ER 01/05	ON 01/05	90/90	12/06
ESIGNED	R. FAULKNER	A.J. GREMILLION	B.A. STICKER	E.J. GIERING
<u> </u>	DESIGNED	DRAWN	СНЕСКЕВ	APPROVED





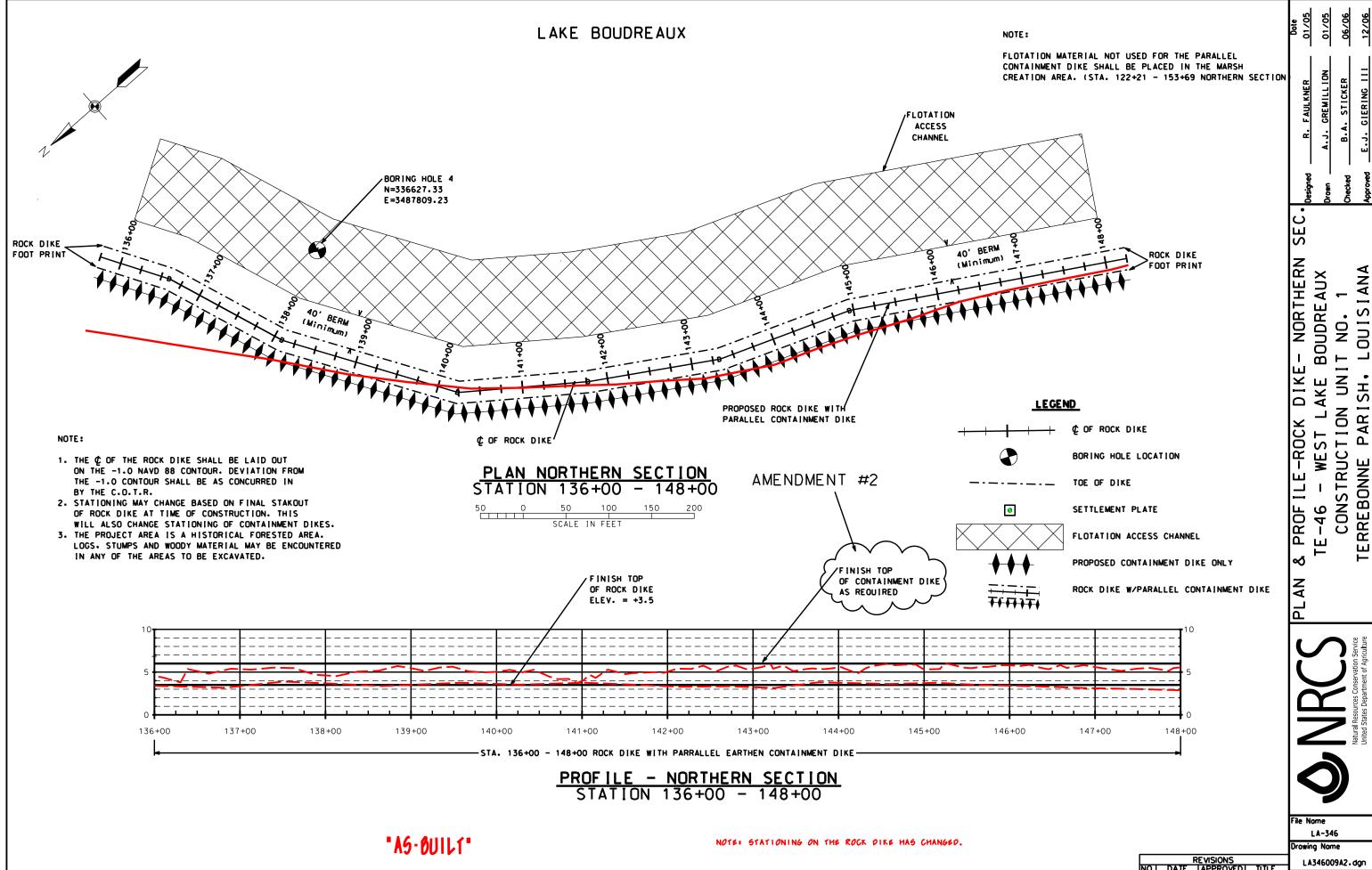




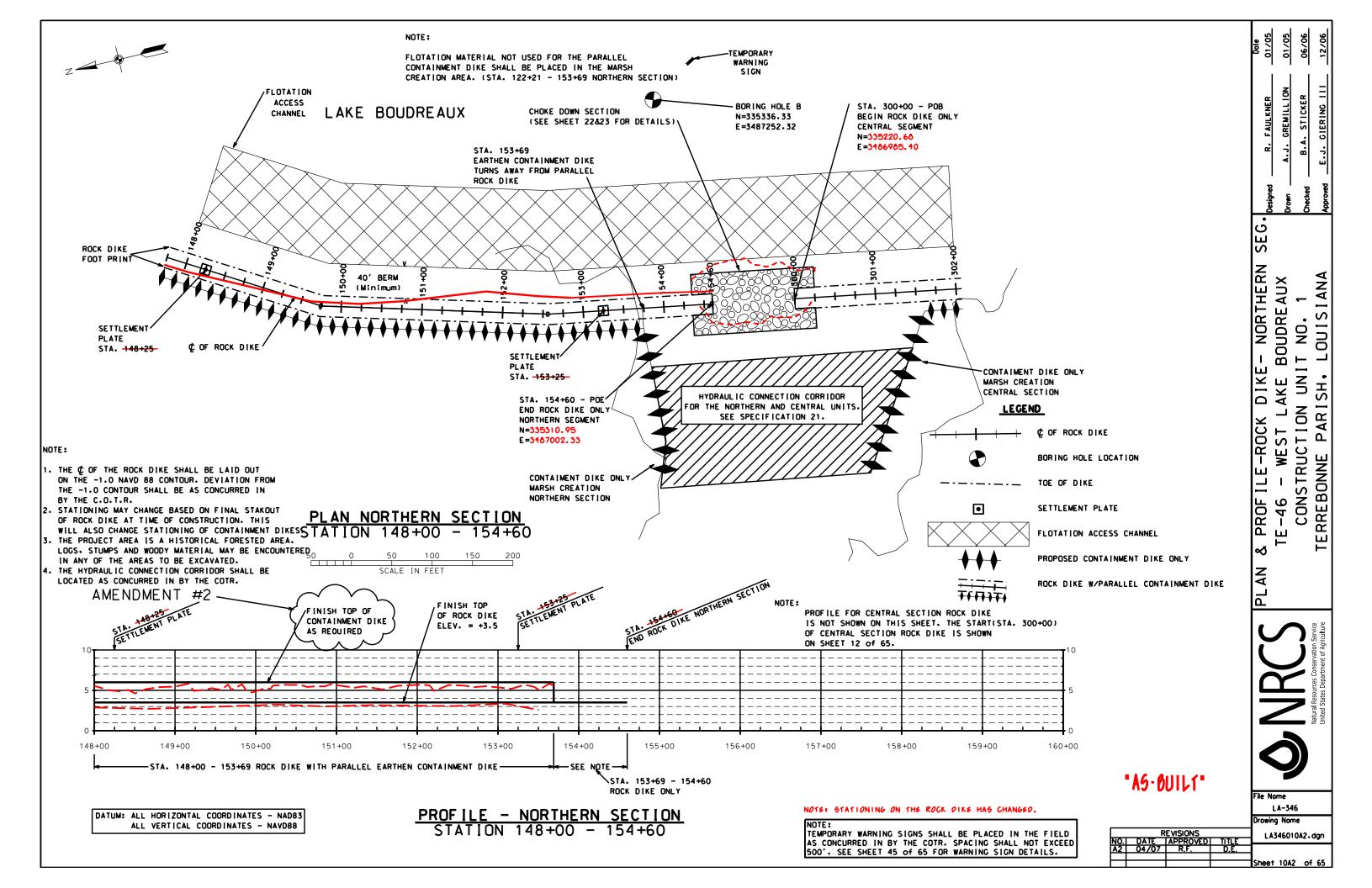


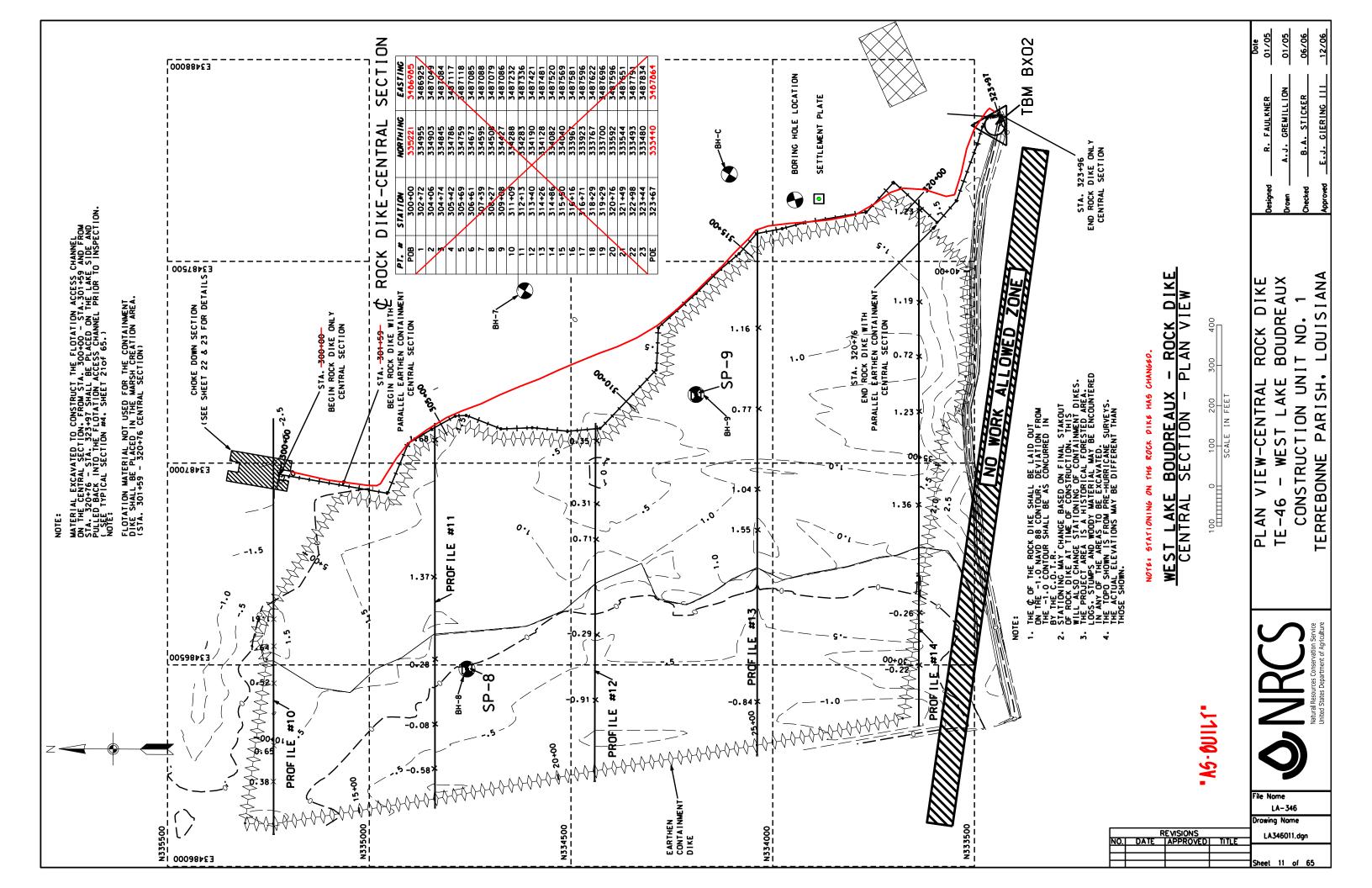
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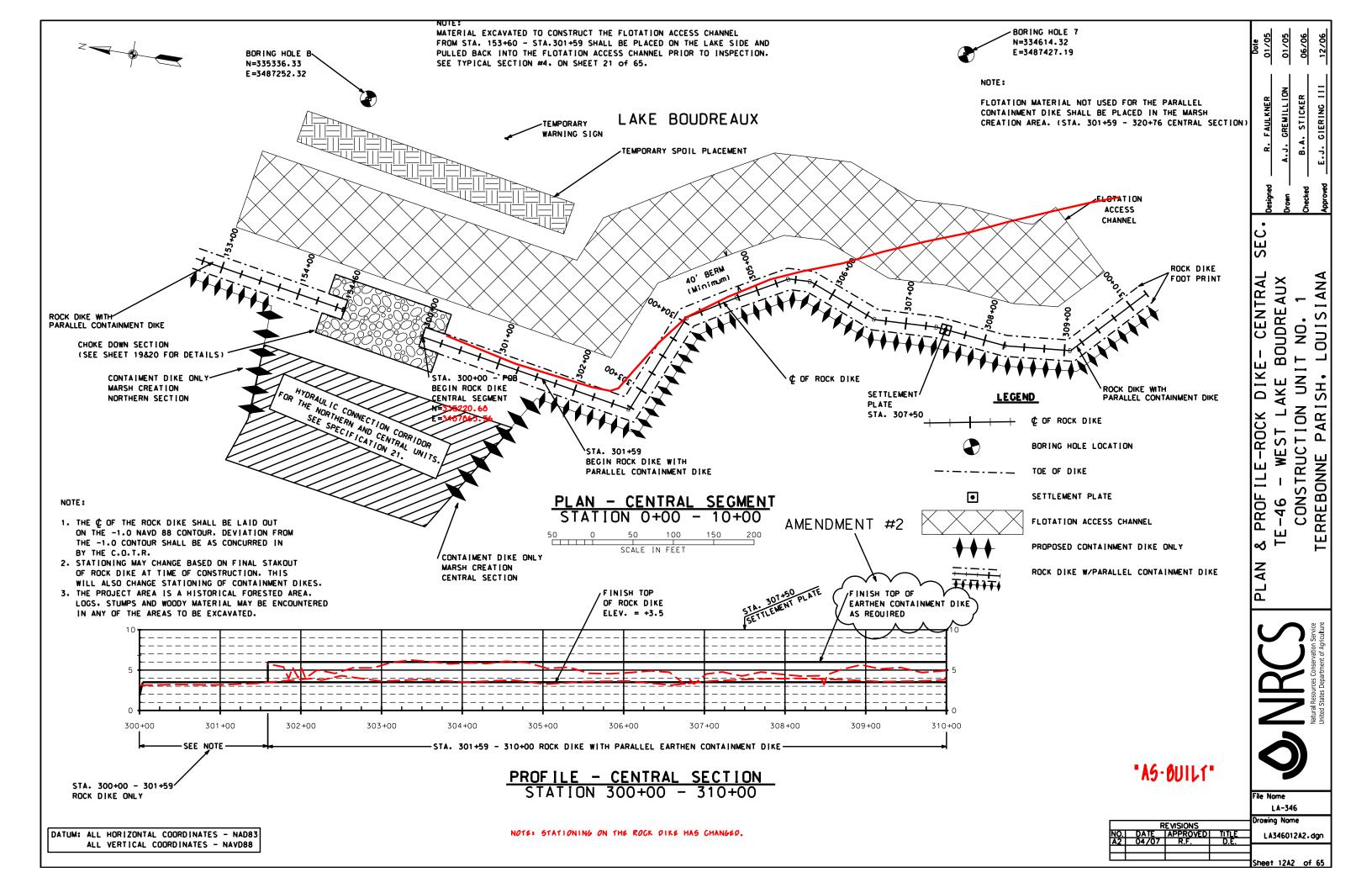
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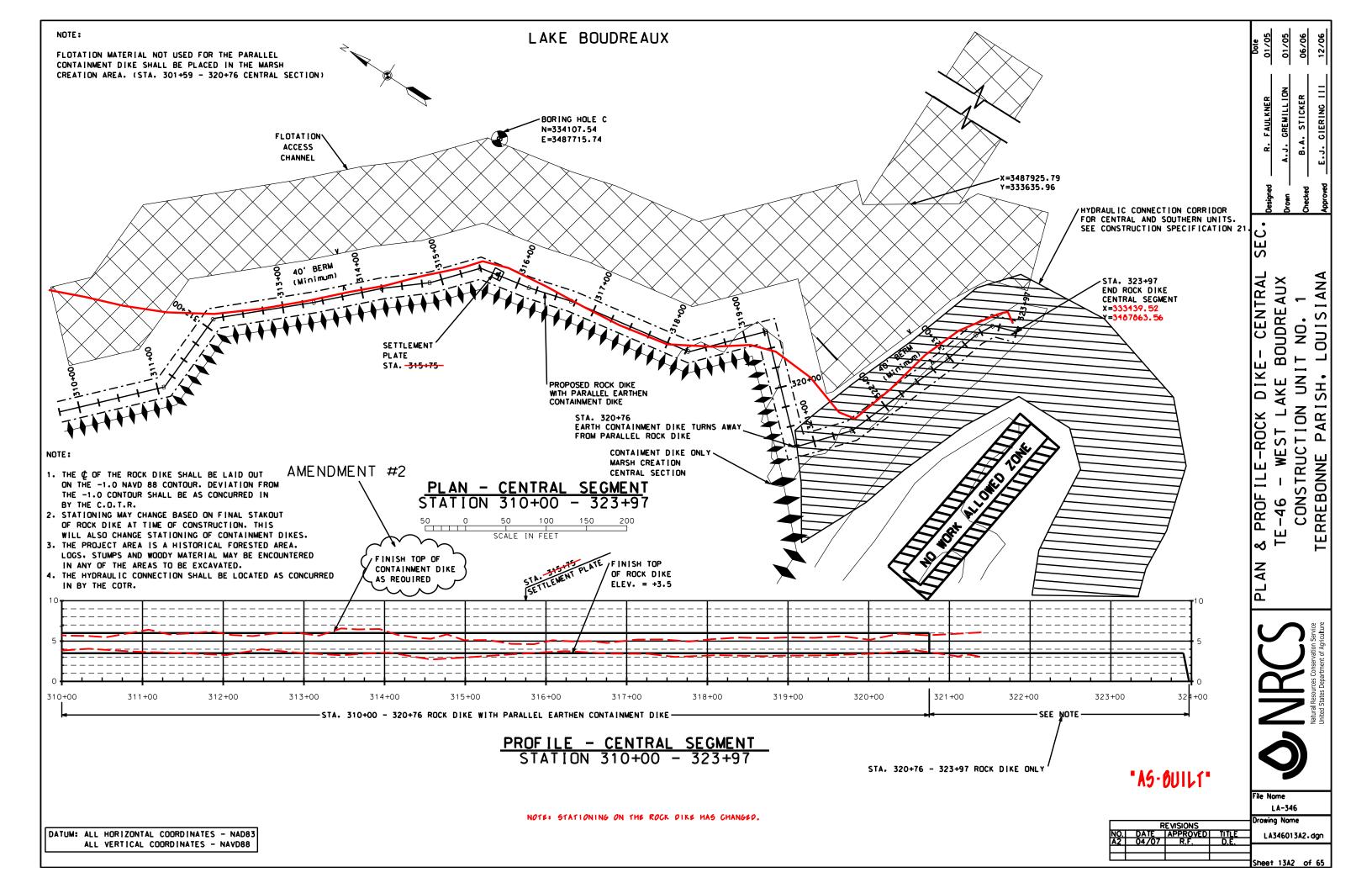


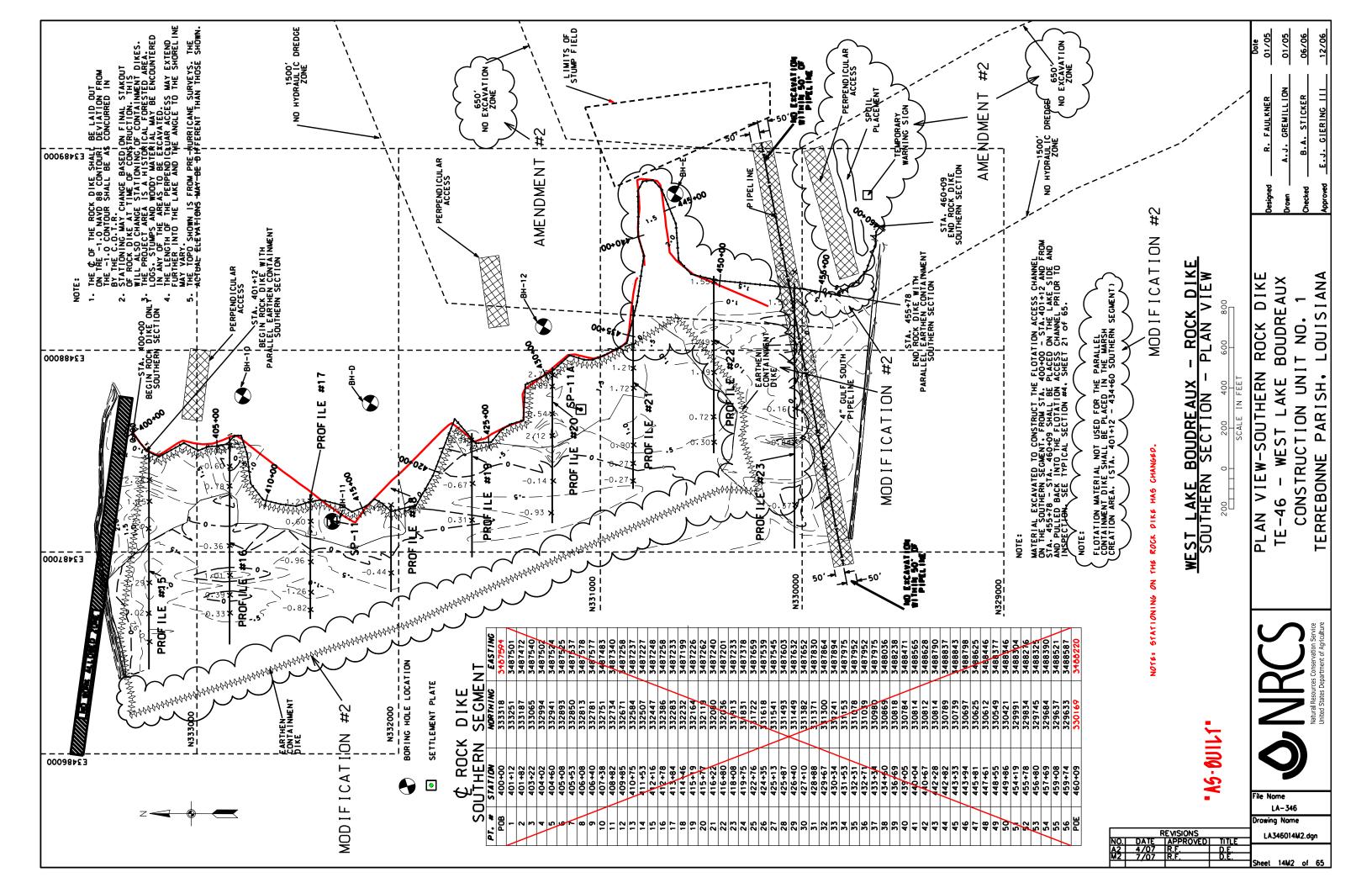
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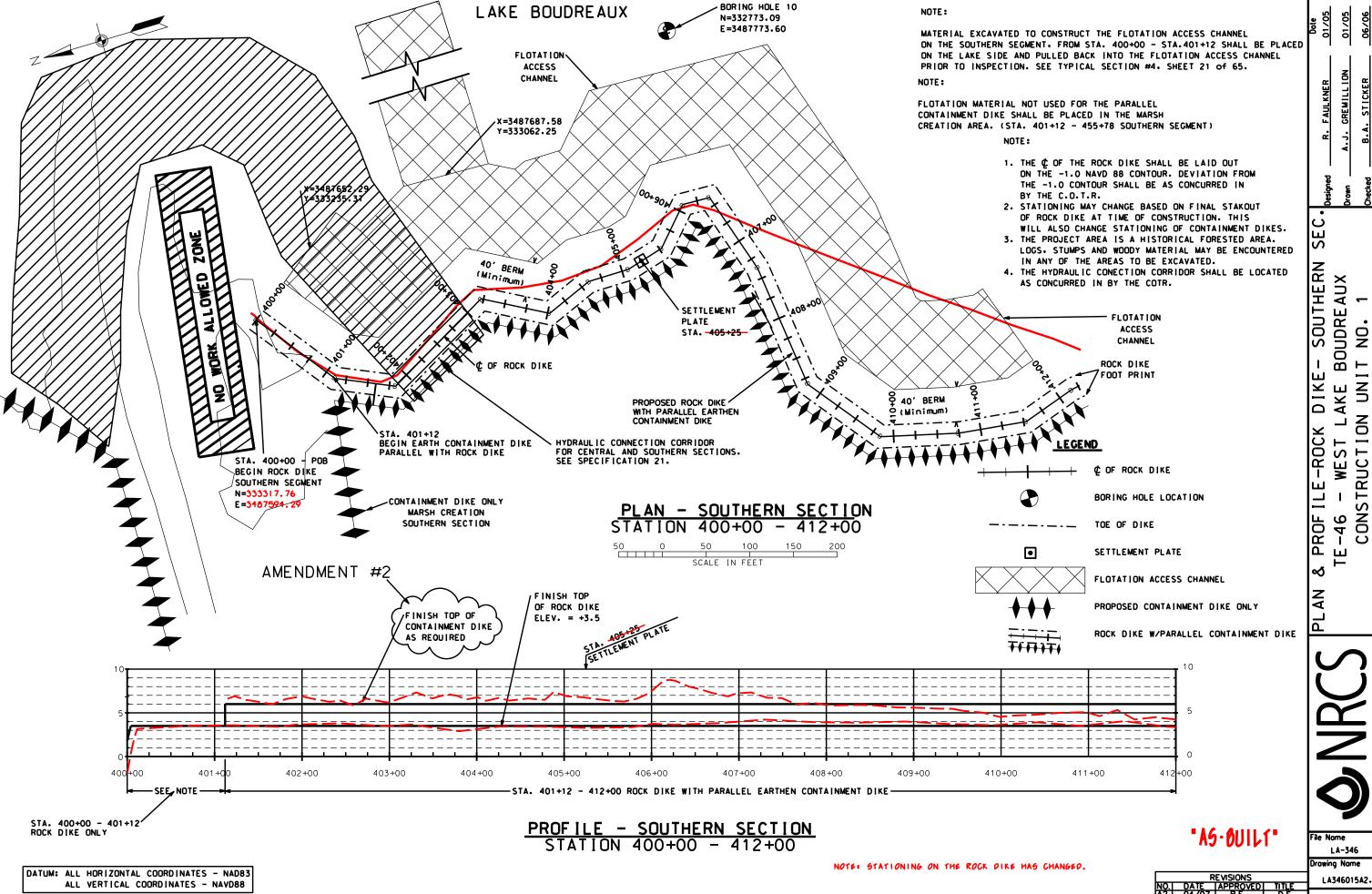






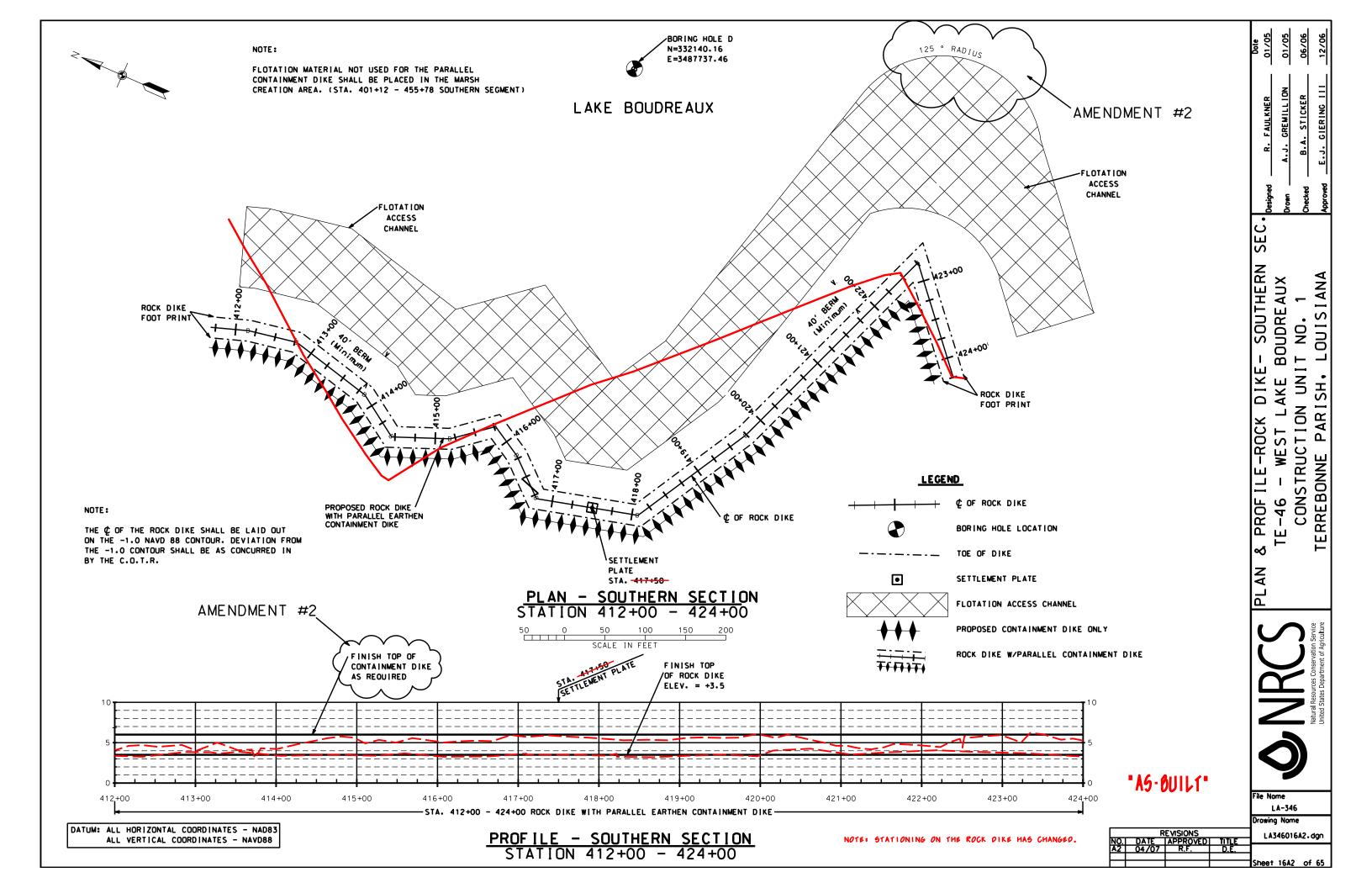


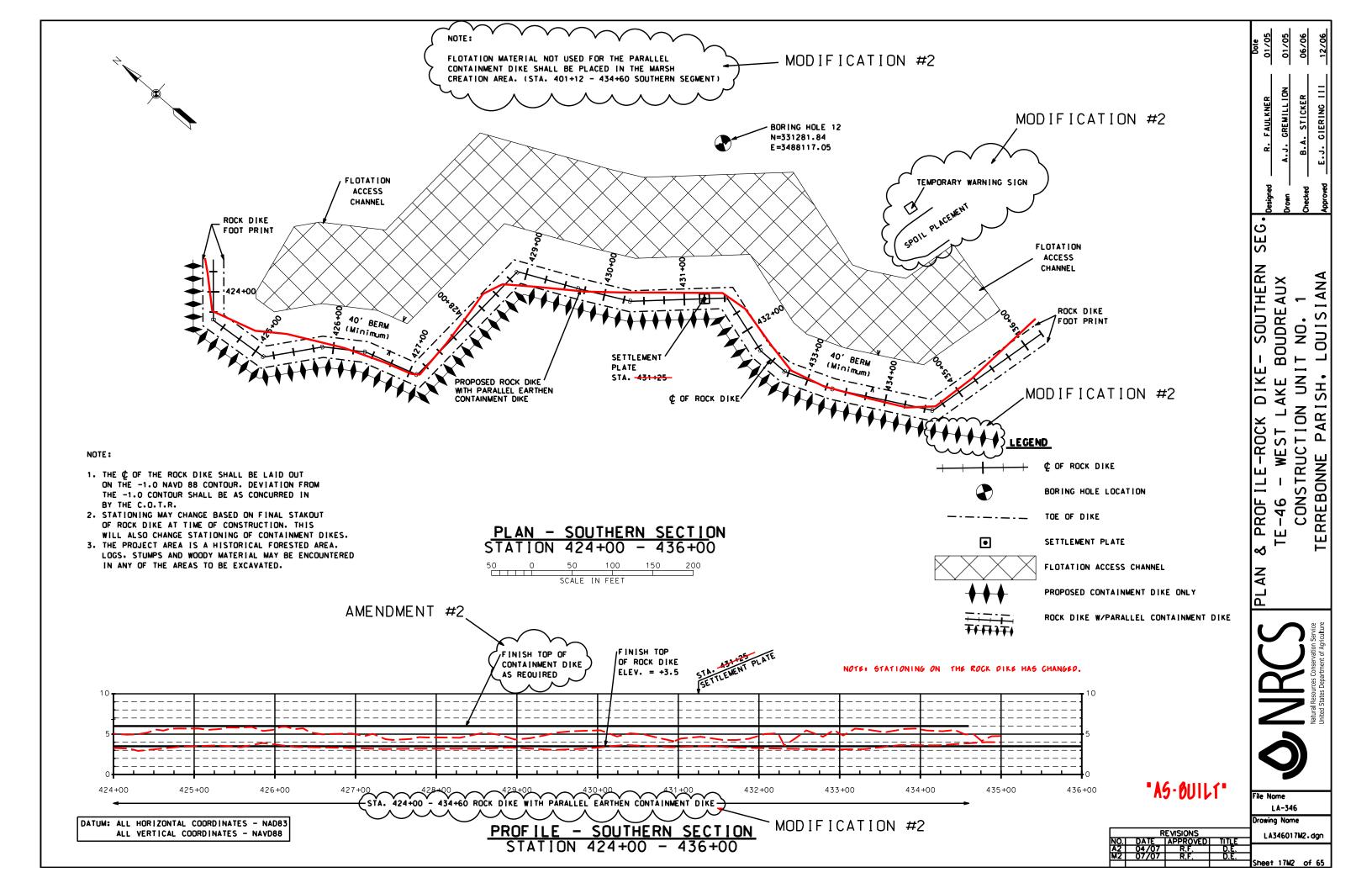


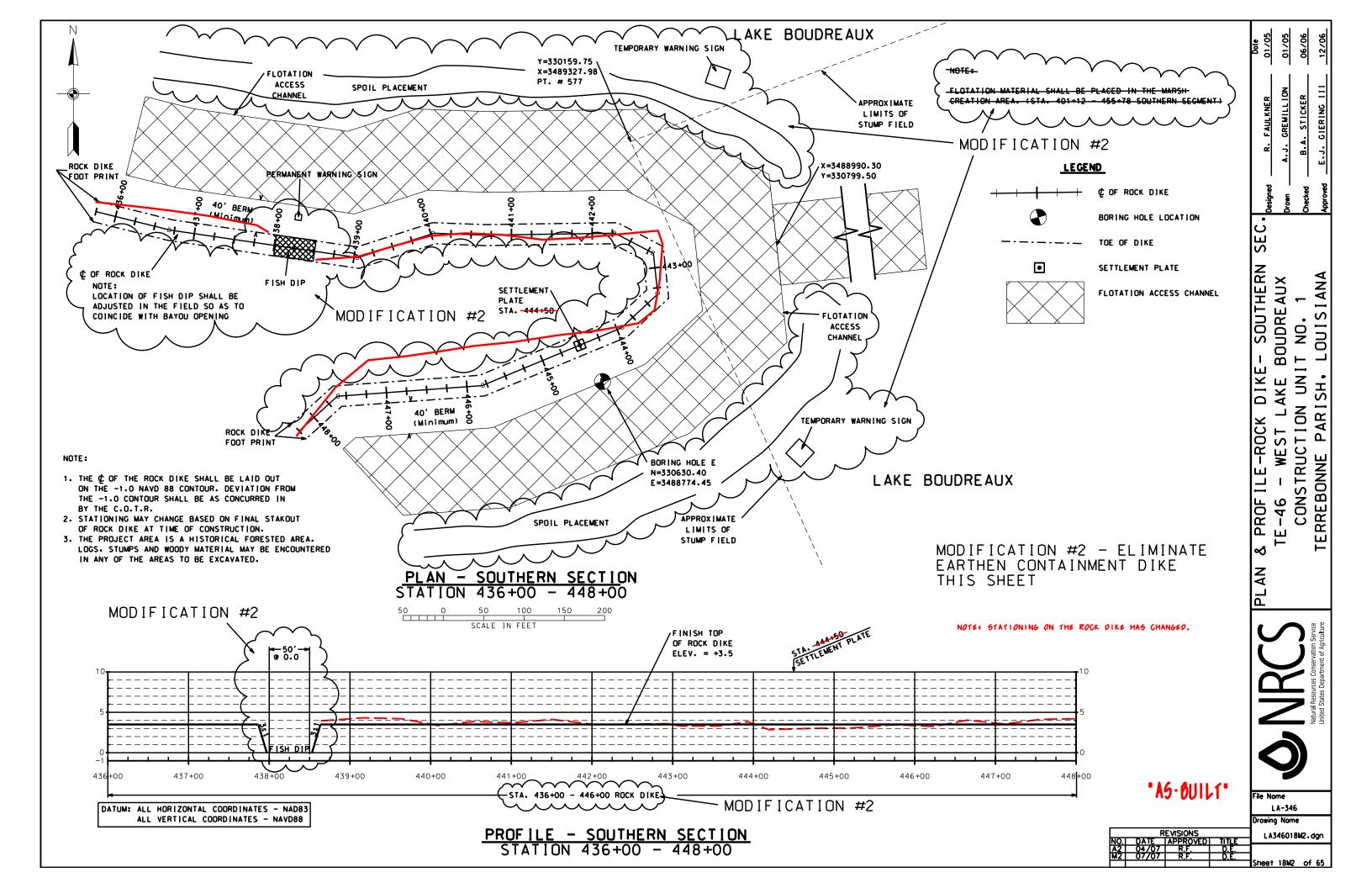


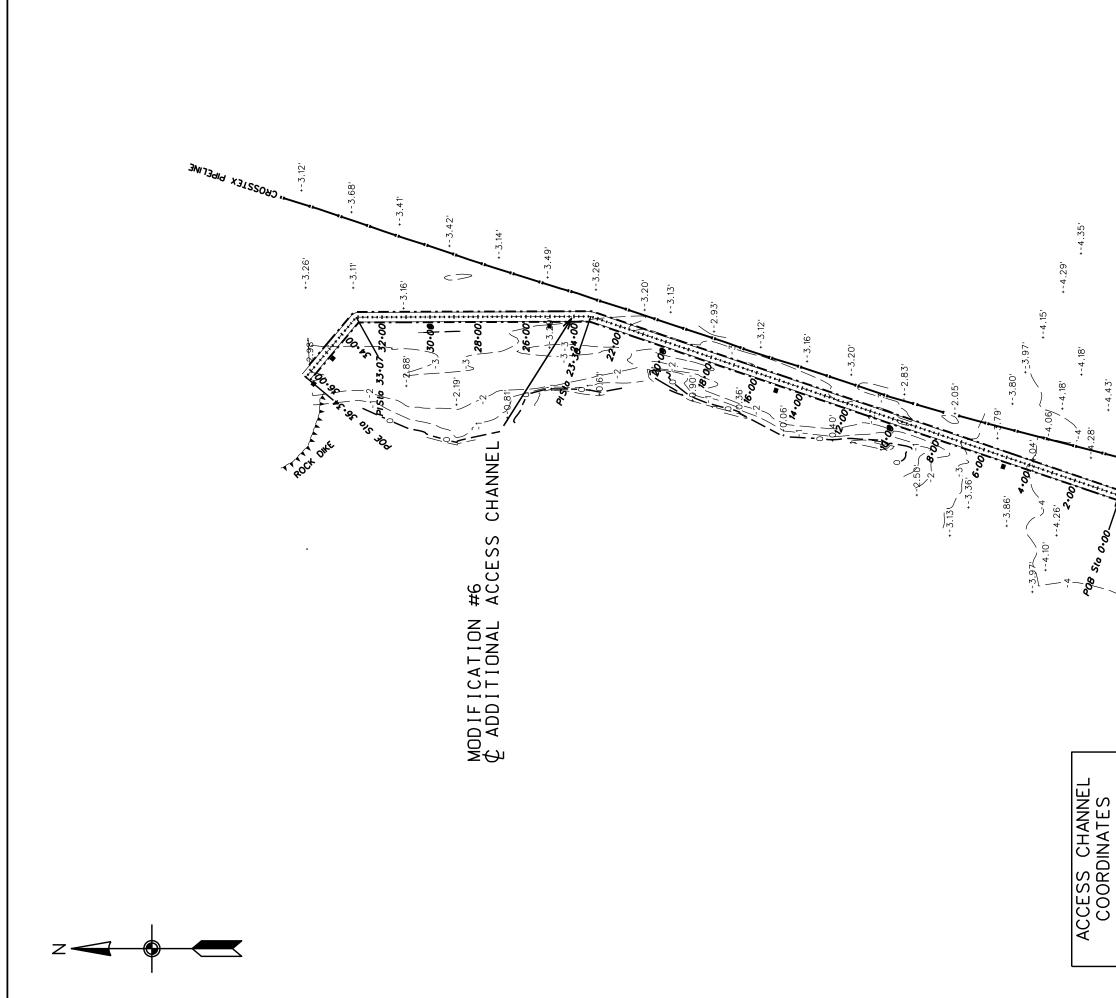
LOUISIANA

ERREBONNE









3488181.43 3488928.94 3488925.89 3488675.81 EASTING 326301.36 328508.09 329485.64 329695.45 NORTHING 0+00 23+30 33+07 36+34

DIKE HAS CHANGED TE: STATIONING ON THE ROCK

LEGEND

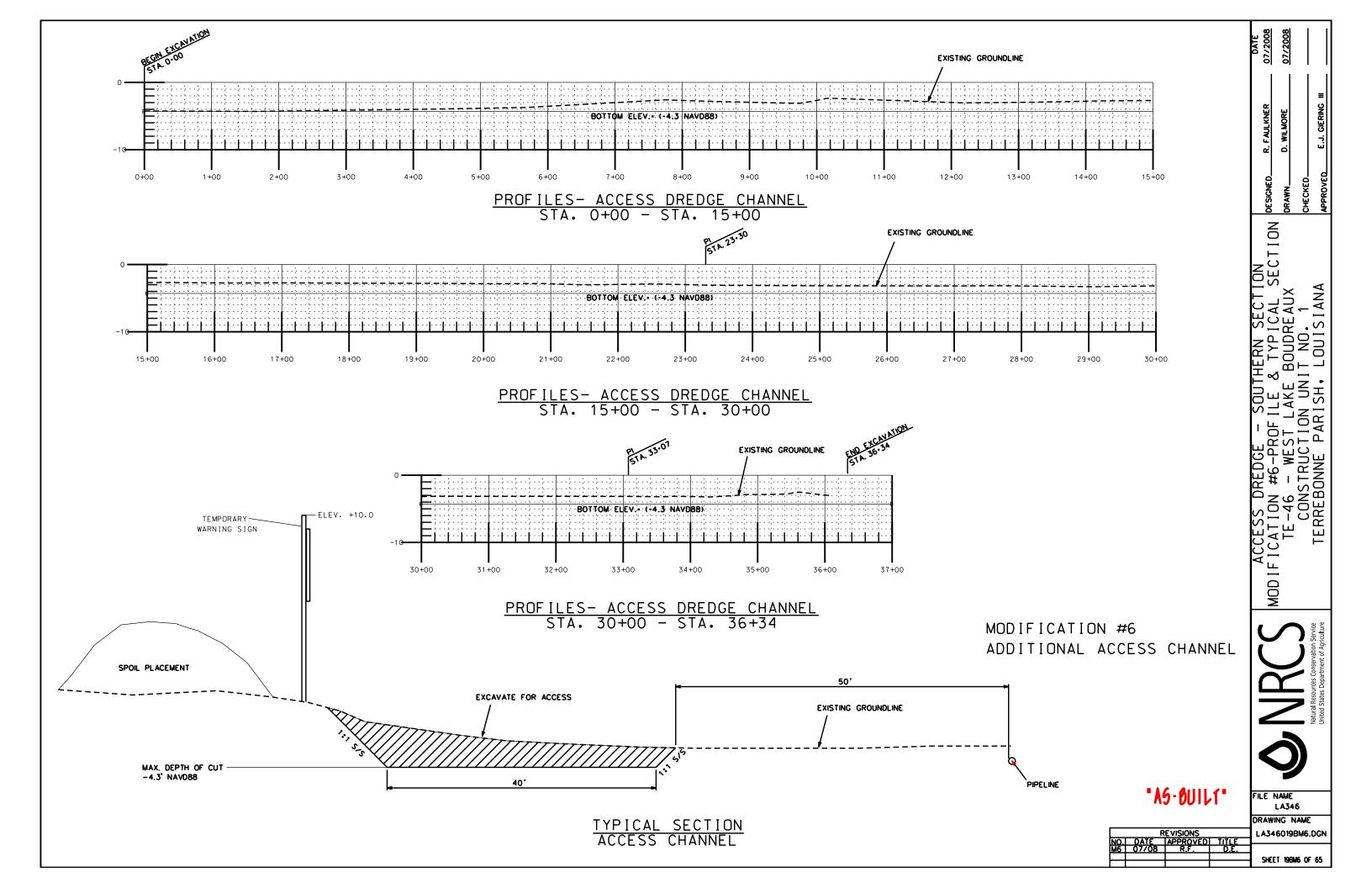
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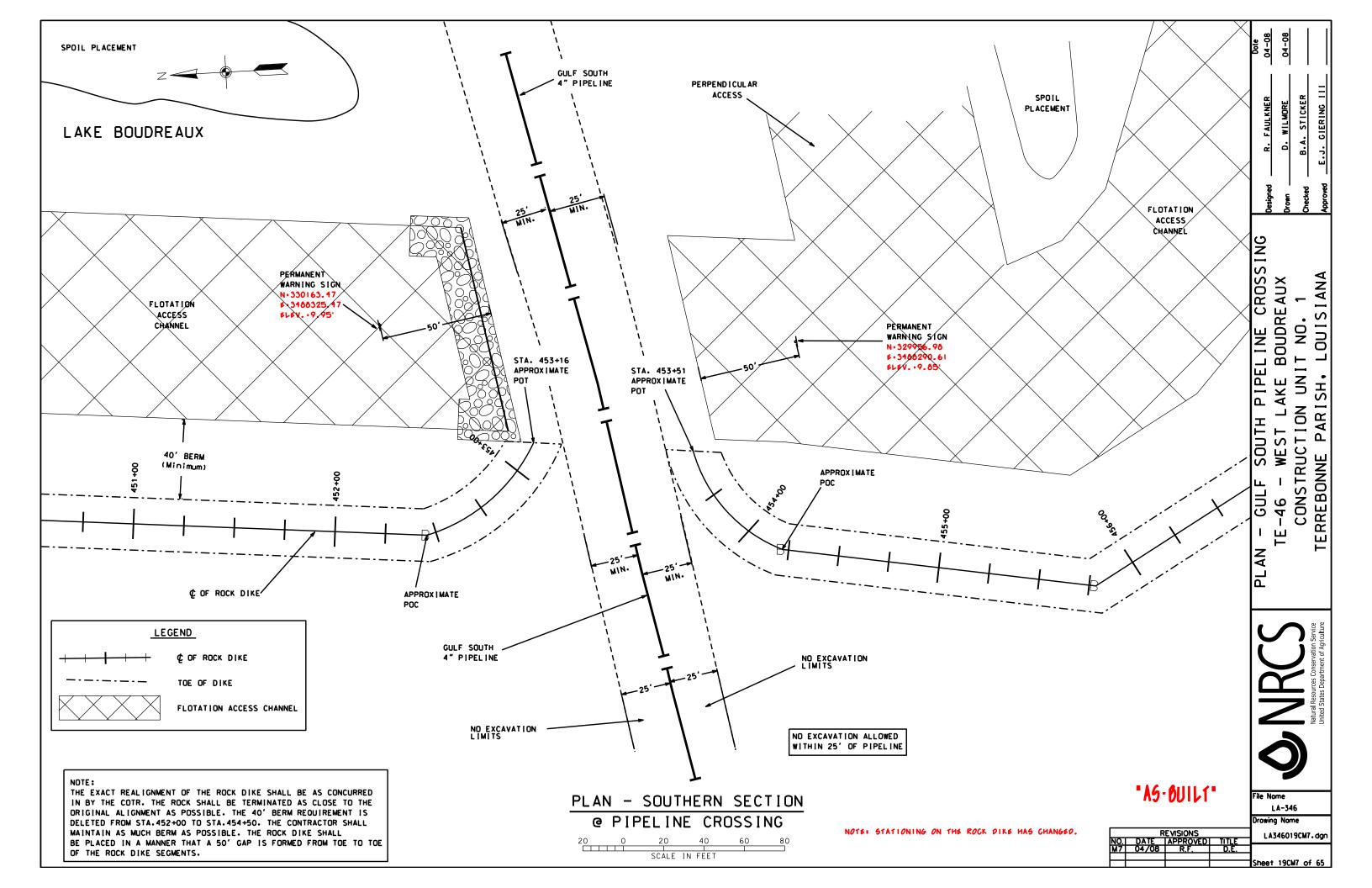
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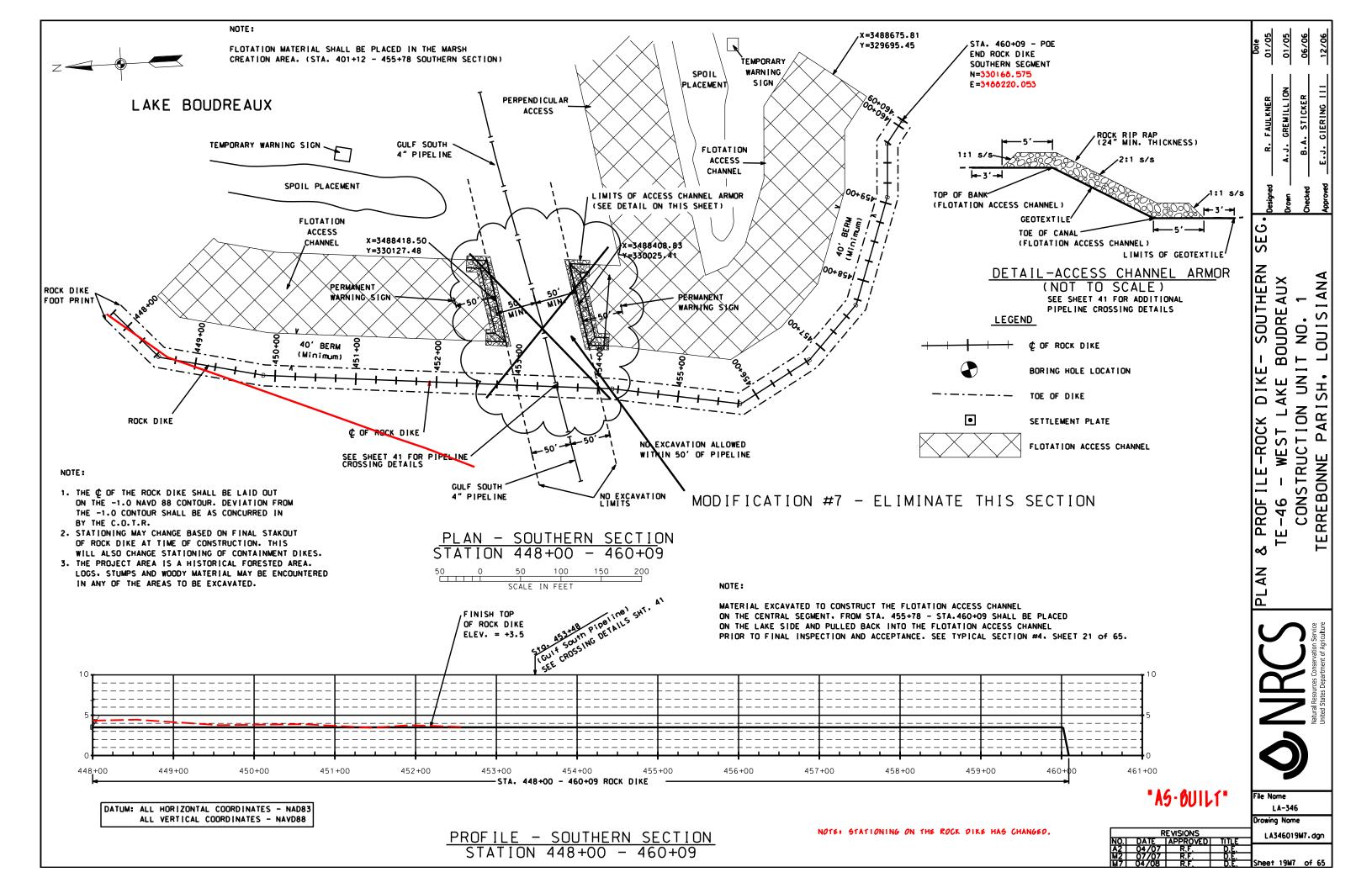
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s Department of Agriculture TERREBONNE PARISH LOUISIANA	

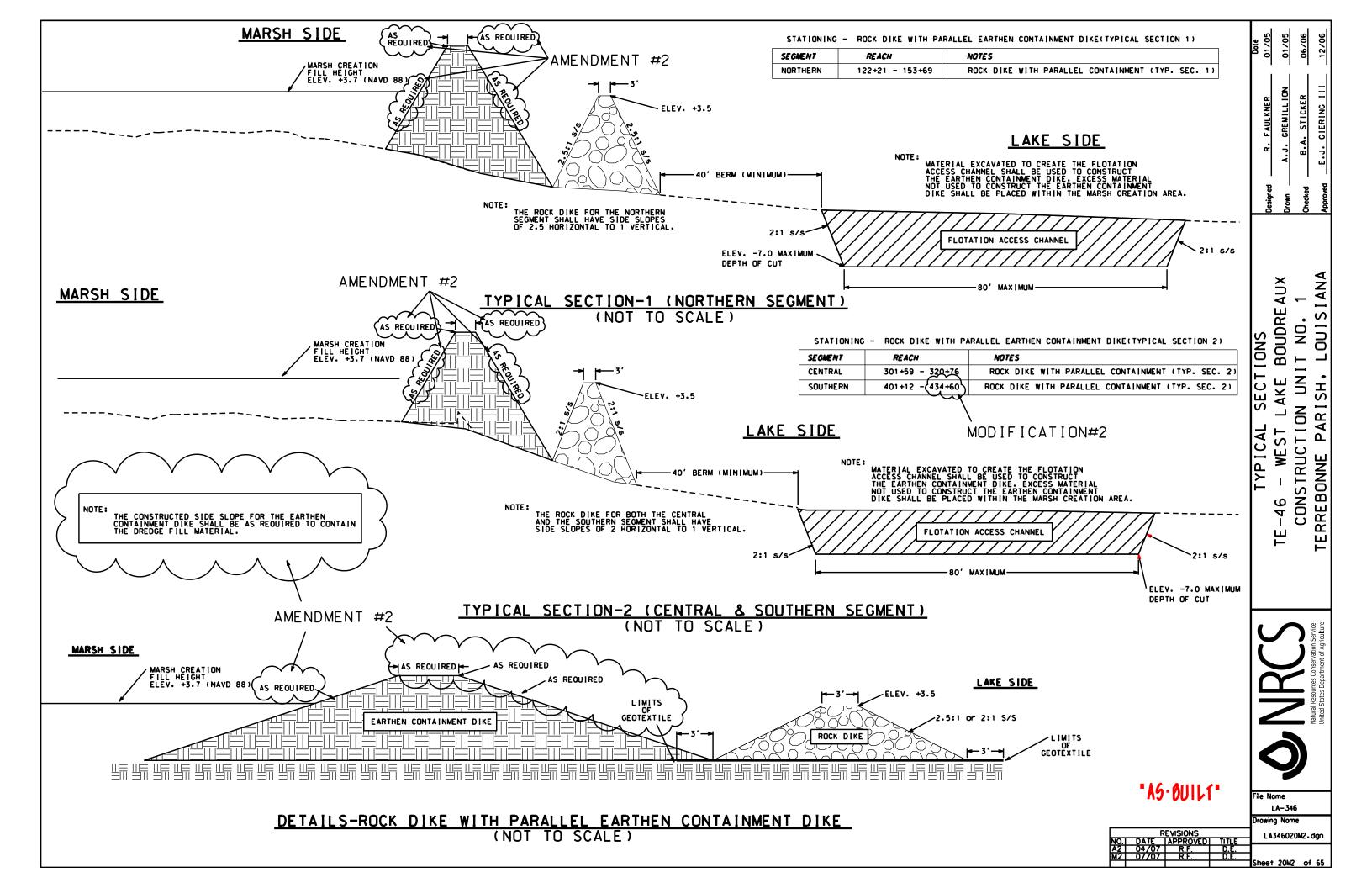
ING SIGN	S CHANNEL	07/2
. TEMPORARY WARNING SIGN	- PROPOSED ACCESS CHANNEL	R. FAULKNER D. WILMORE
		DESIGNED
	1 li 	NO I LOX

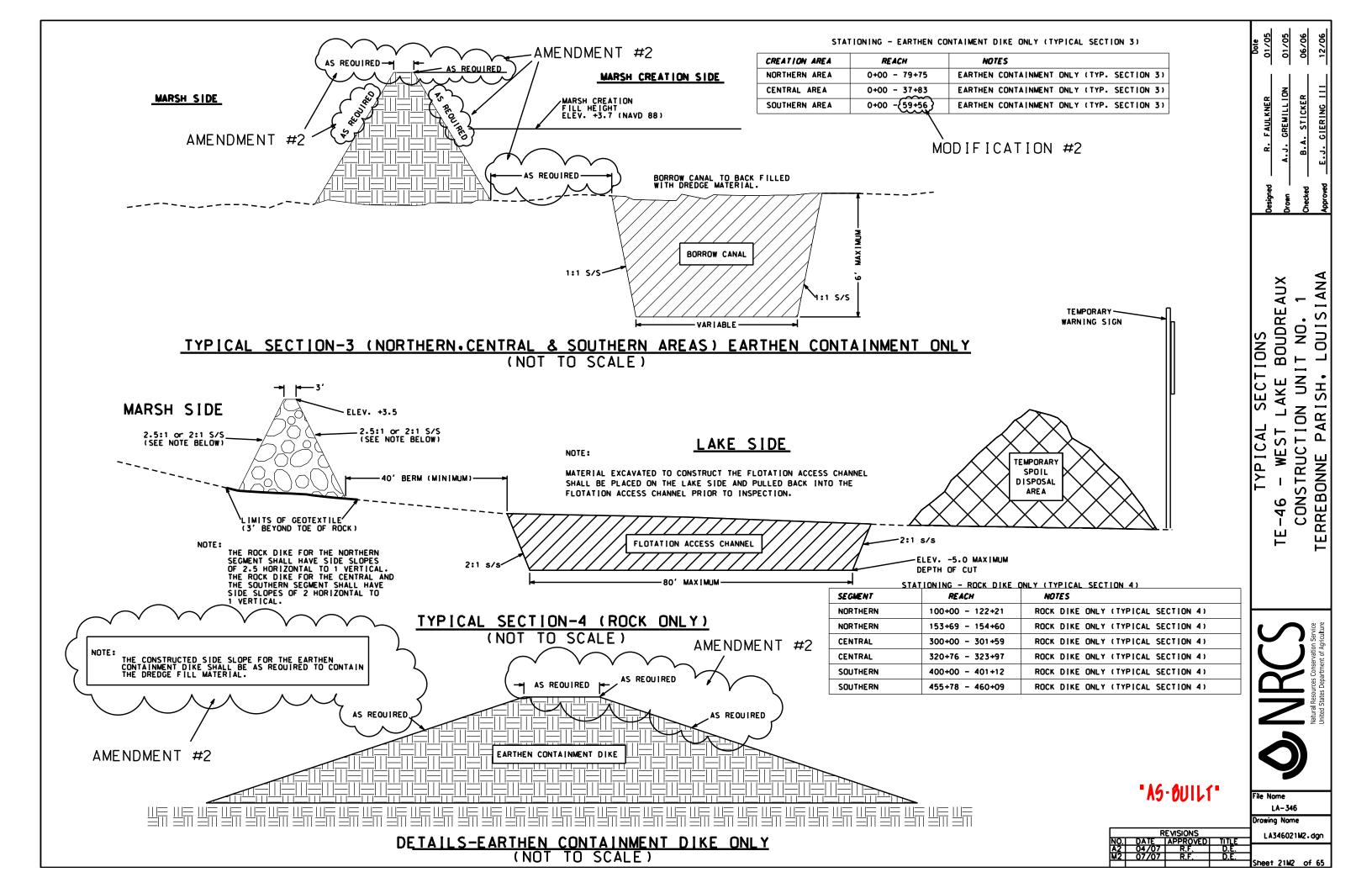
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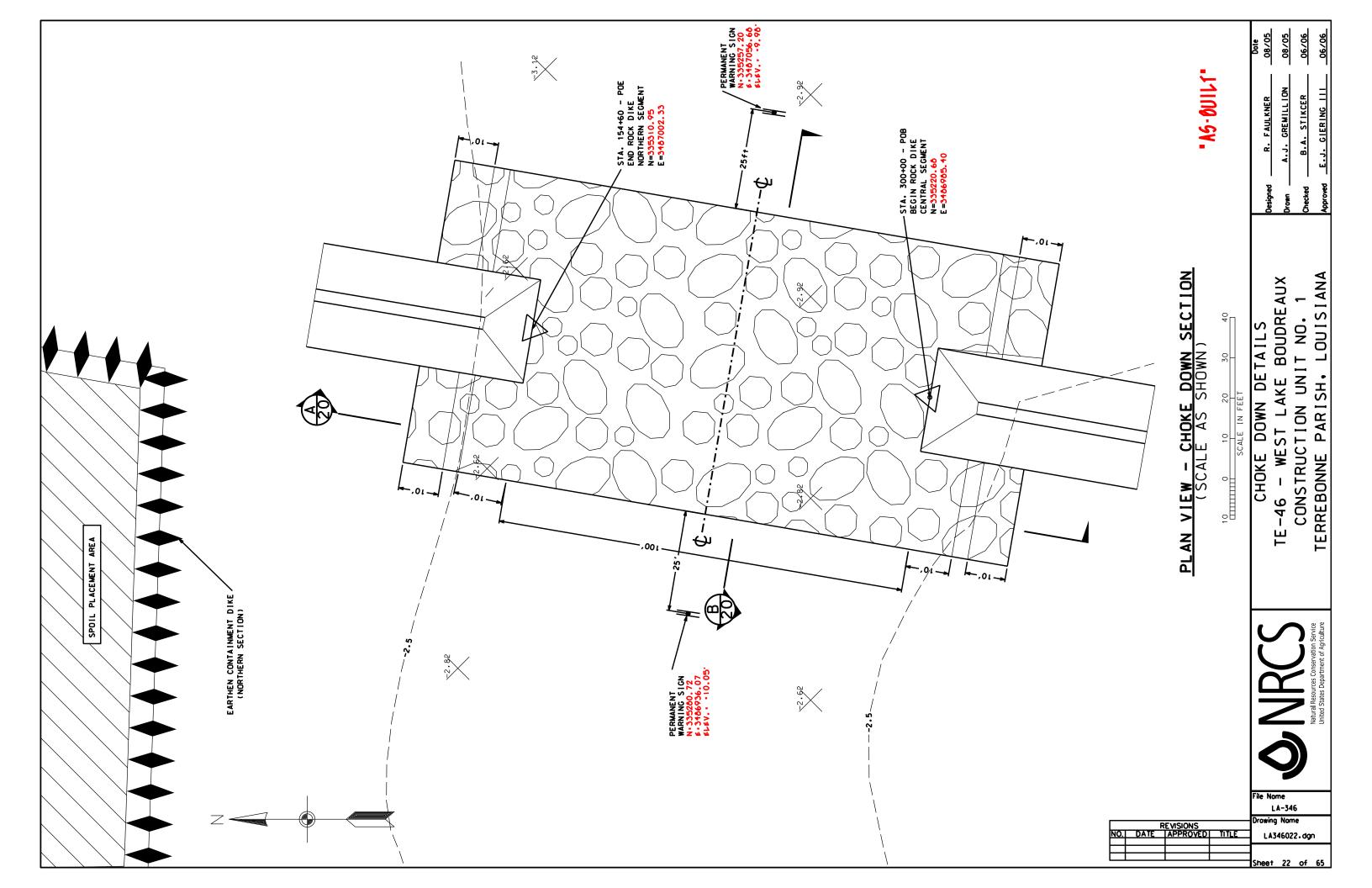












CHOKE DOWN SECTION B
(SCALE AS SHOWN) 19

LOUISIANA . 0 DETAILS LIND LAKE PARISH. DOWN E-46 - WEST LAI CONSTRUCTION CHOKE ERREBONNE -46 TE

1.J. GREMILLION R. FAULKNER

08/05

LA-346 rawing Name

LA346023.dgn

Sheet 23 of 65

BOUDREAUX

"A5-BUIL1"

REVISIONS
NO. DATE APPROVED TITLE

NORMAL

GROUND

1+75

GEOTEXTILE

75

1+50

THE ELEVATION OF THE TOP OF THE ROCK IN THE CHOKE DOWN SECTION SHALL BE NO HIGHER THAN EXISTING WATER BOTTOM GEOTEXTILE TO EXTEND 3' PAST EDGE OF ROCK.

-WARNING SIGN

CHOKE DOWN SECTION (A SCALE AS SHOWN) 19

1+00

ROCK DIKE (BEYOND)

ROCK RIPRAP 24" MIN. THICKNESS

NORMAL

GROUND

ELEVATION

TOP OF SLOPE (ROCK DIKE)

2:1 s/s

1+25

NORMAL

GROUND

WARNING SIGN

GEOTEXTILE

TOP OF SLOPE

0+50

EXCAVATION LIMITS

NOTE.

NORMAL

GROUND

ROCK RIPRAP

24" MIN. THICKNESS

0+75

THE ELEVATION OF THE TOP OF THE ROCK IN THE CHOKE DOWN SECTION SHALL BE NO HIGHER THAN EXISTING WATER BOTTOM.

EXCAVATION LIMITS

GEOTEXTILE TO EXTEND 3' PAST EDGE OF ROCK.

NORMAL GROUND

GEOTEXTILE

0

-5

0+00

2:1 s/s

-10′->

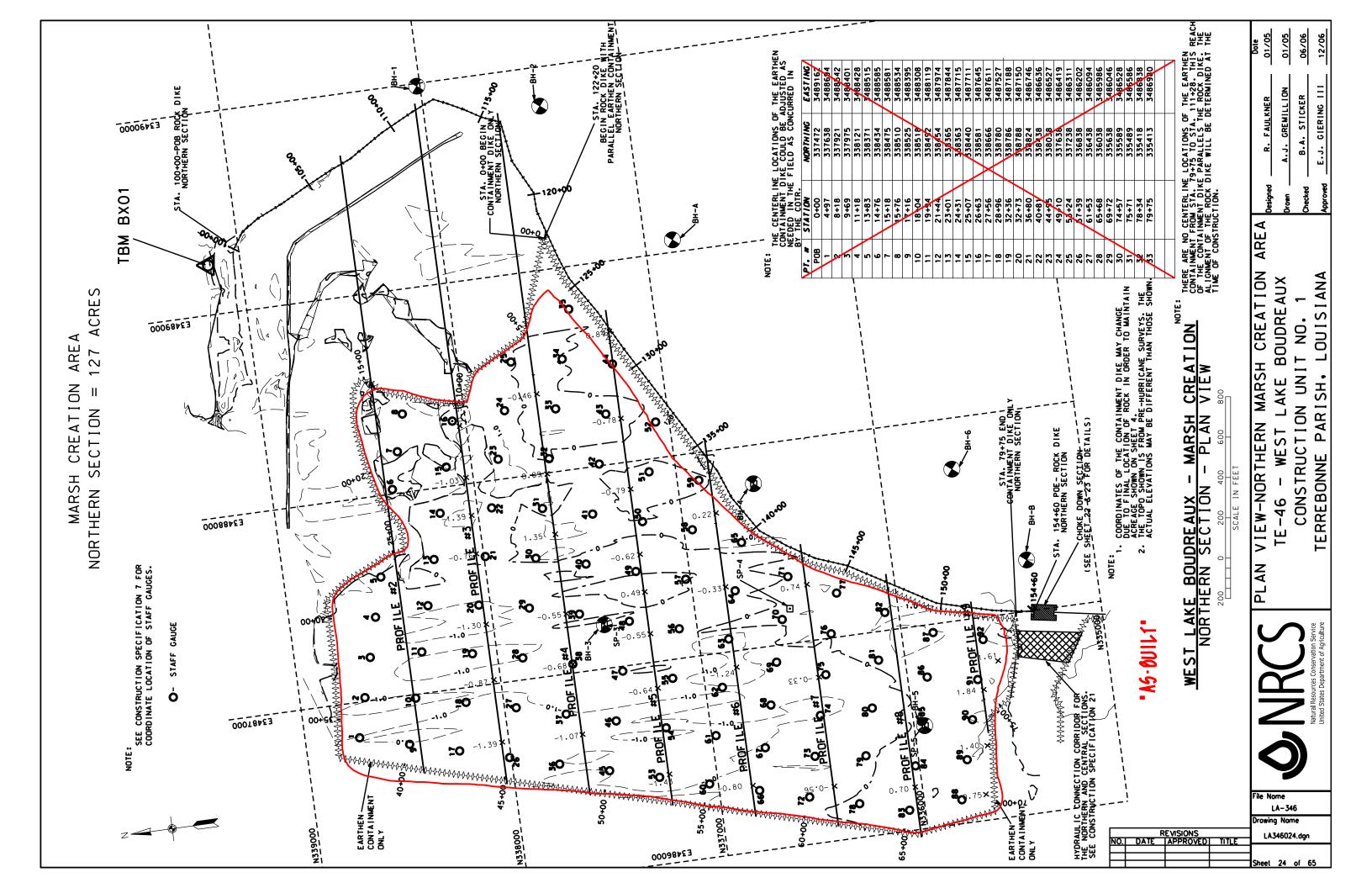
0+25

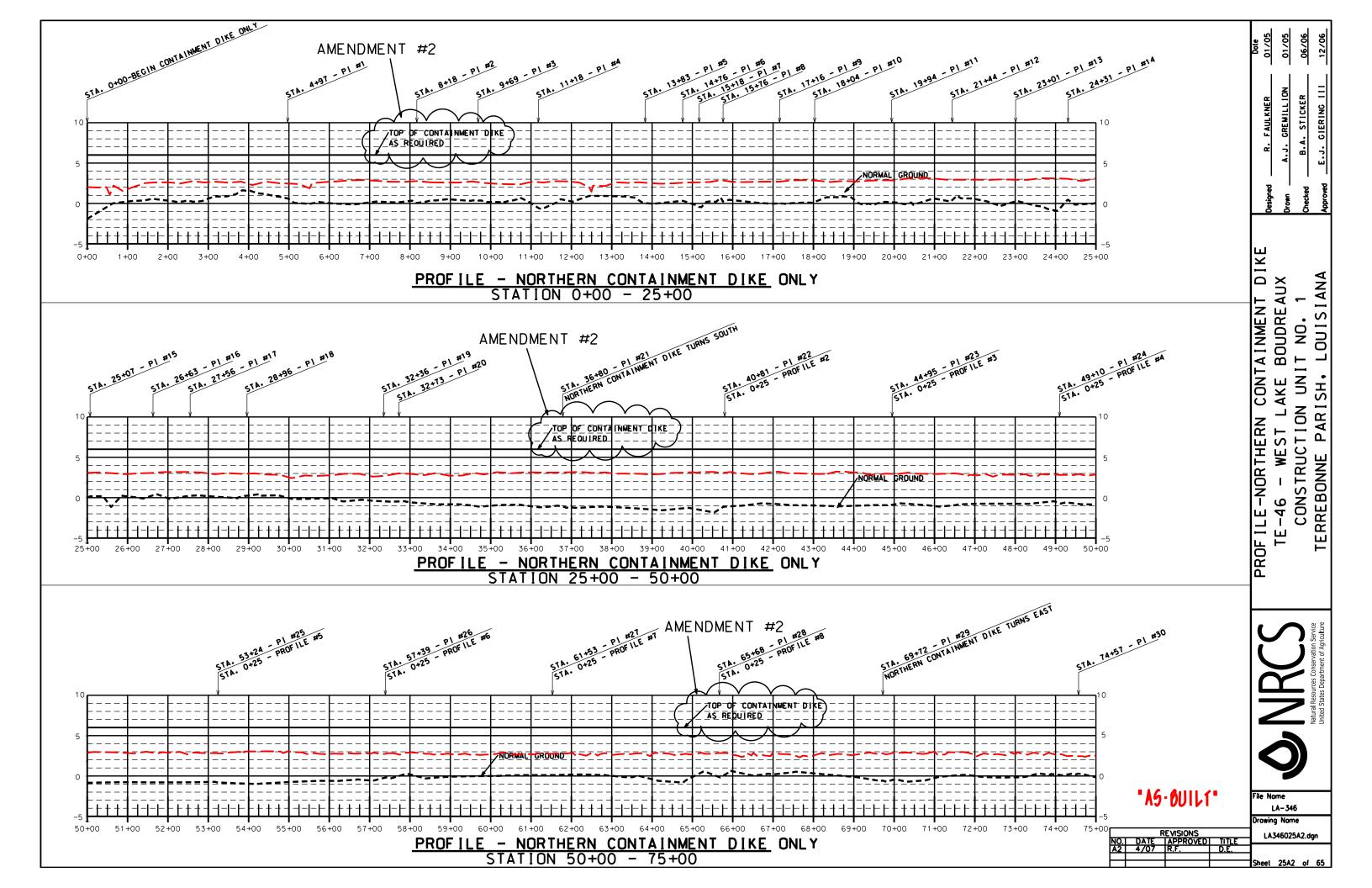
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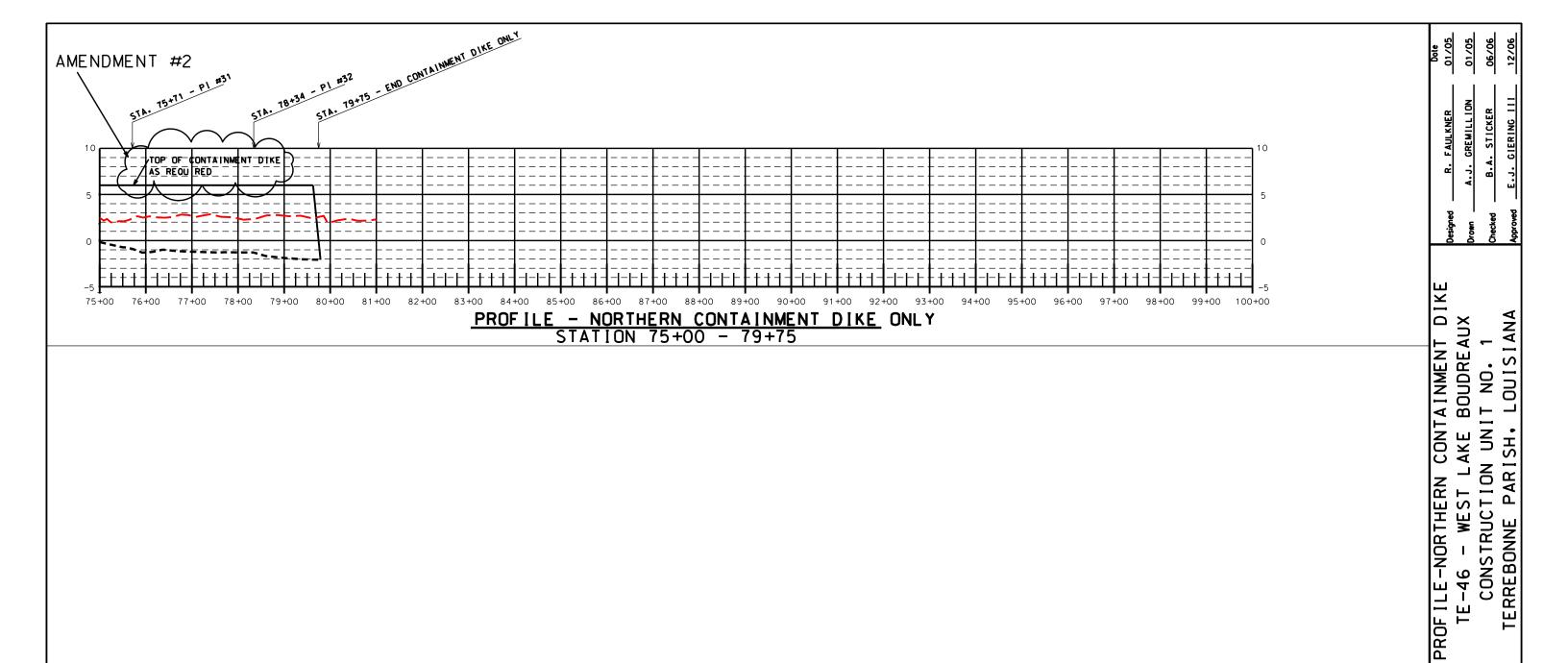
GEOTEXTILE

NORMAL

GROUND



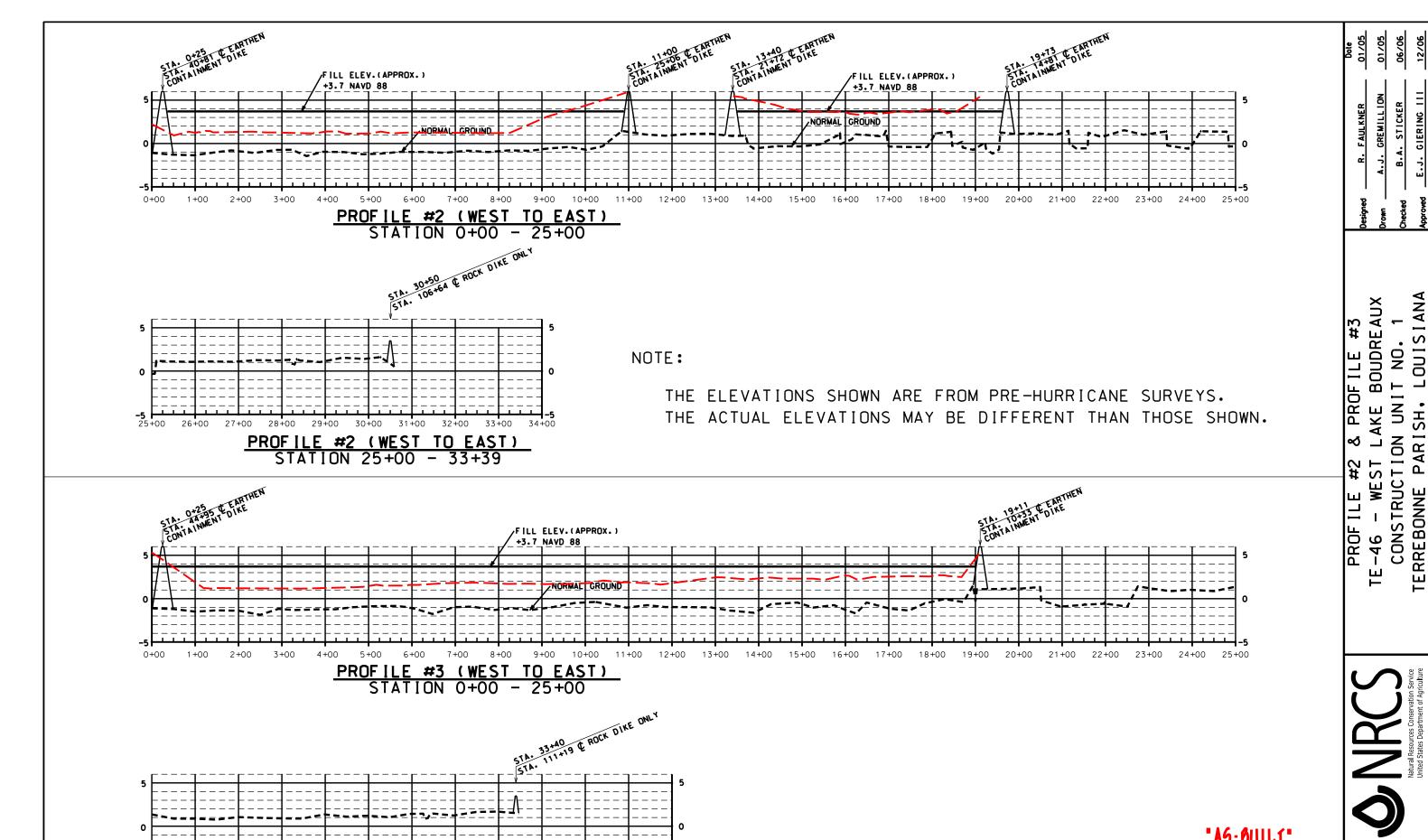




"AS-BUIL1"

Natural Resources Conservation Service United States Department of Agriculture

File Name LA-346

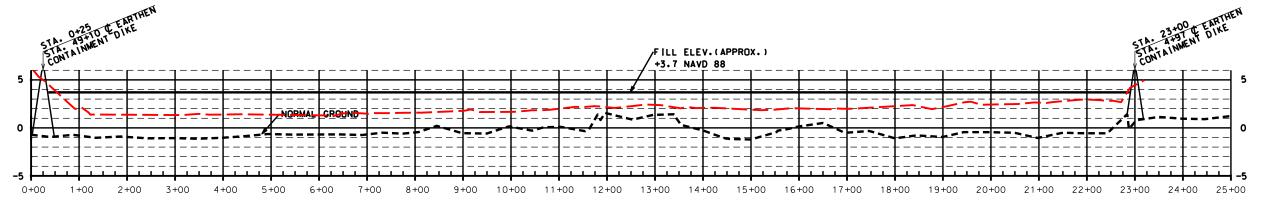


"AG-BUILT"

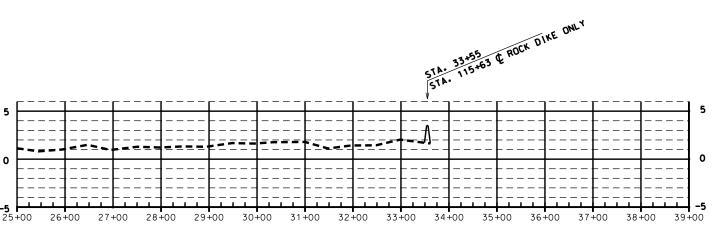
LA-346 Drawing Name LA346027.dgn

heet 27 of 65

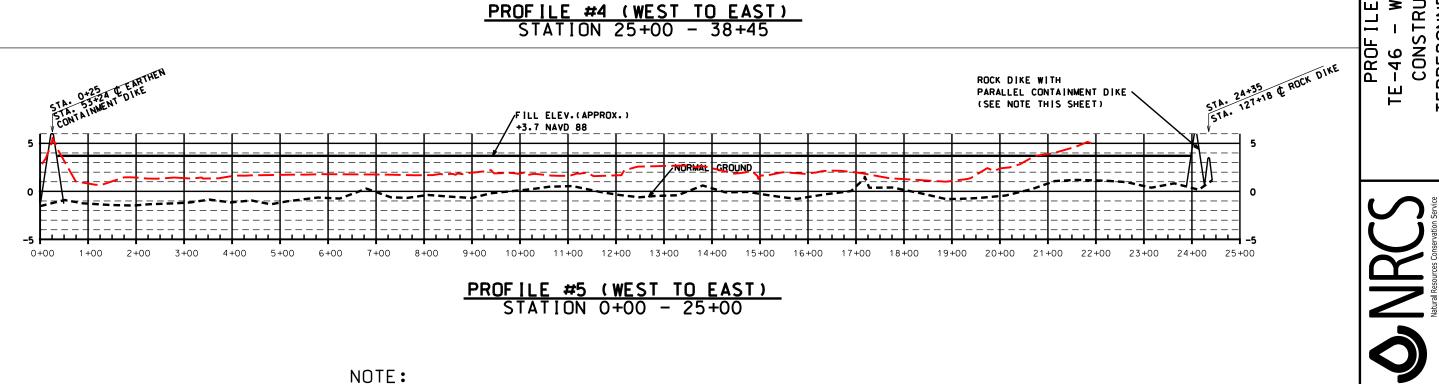
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STATION 25+00 - 36+49



PROFILE #4 (WEST TO EAST) STATION 0+00 - 25+00



PROFILE #4 (WEST TO EAST)
STATION 25+00 - 38+45



PROFILE #5 (WEST TO EAST)
STATION 0+00 - 25+00

NOTE:

NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS. THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

"AG-BUILT"

LA-346 Drawing Name LA346028.dgn

01/05

1.J. GREMILLION R. FAULKNER

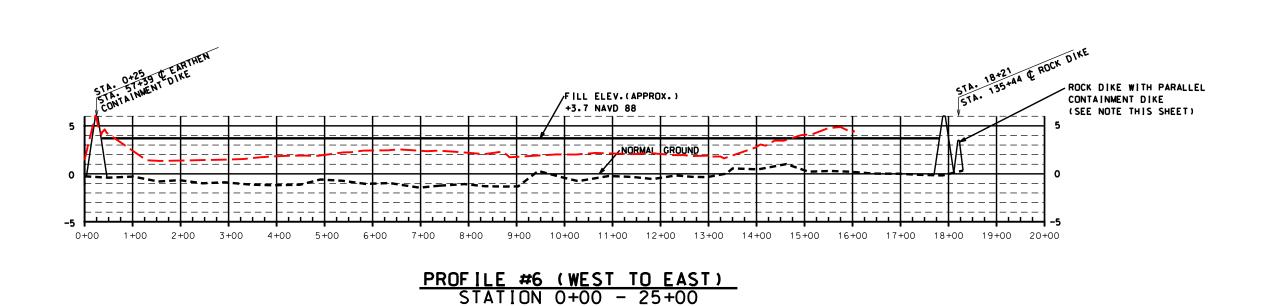
PROFILE #5 AKE BOUDREAUX

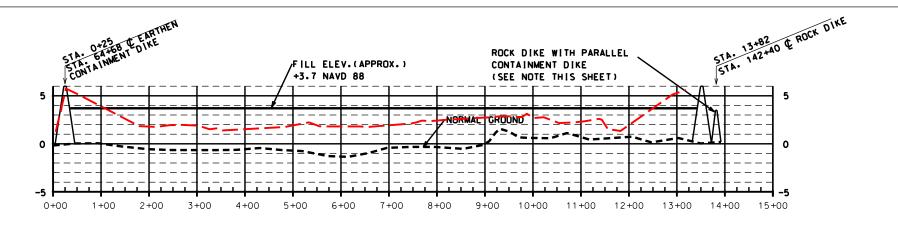
LAKE

CONSTRUCTION

ERREBONNE

LOUISIANA





PROFILE #7 (WEST TO EAST)
STATION 0+00 - 25+00

NOTE:

NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS. THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN. "AG-BUILT"

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01/05

1.J. GREMILLION R. FAULKNER

PROFILE #7 AKE BOUDREAUX

LAKE

E-46 - WEST LA CONSTRUCTION

PROFILE #6 E-46 - WEST

1

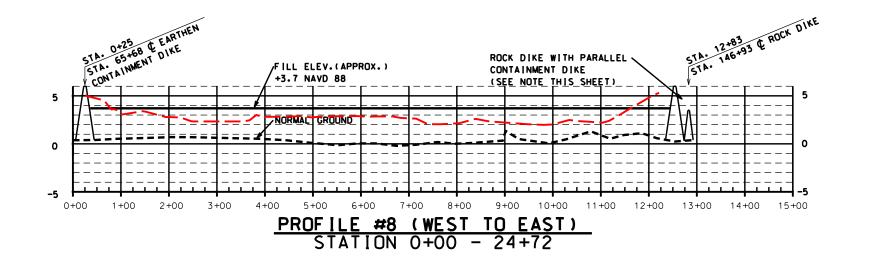
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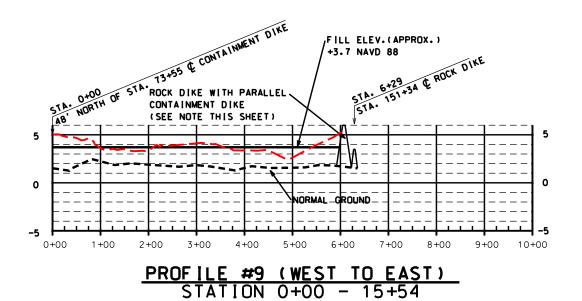
PAR I SH.

ERREBONNE

UNIT

REVISIONS
NO. | DATE | APPROVED LA346029.dgn





NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE

NOTE:

SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS. THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

"A5-BUIL1"

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LA-346 Drawing Name LA346030.dgn Sheet 30 of 65

01/05

J. GREMILLION

PROFILE #9 AKE BOUDREAUX

LAKE

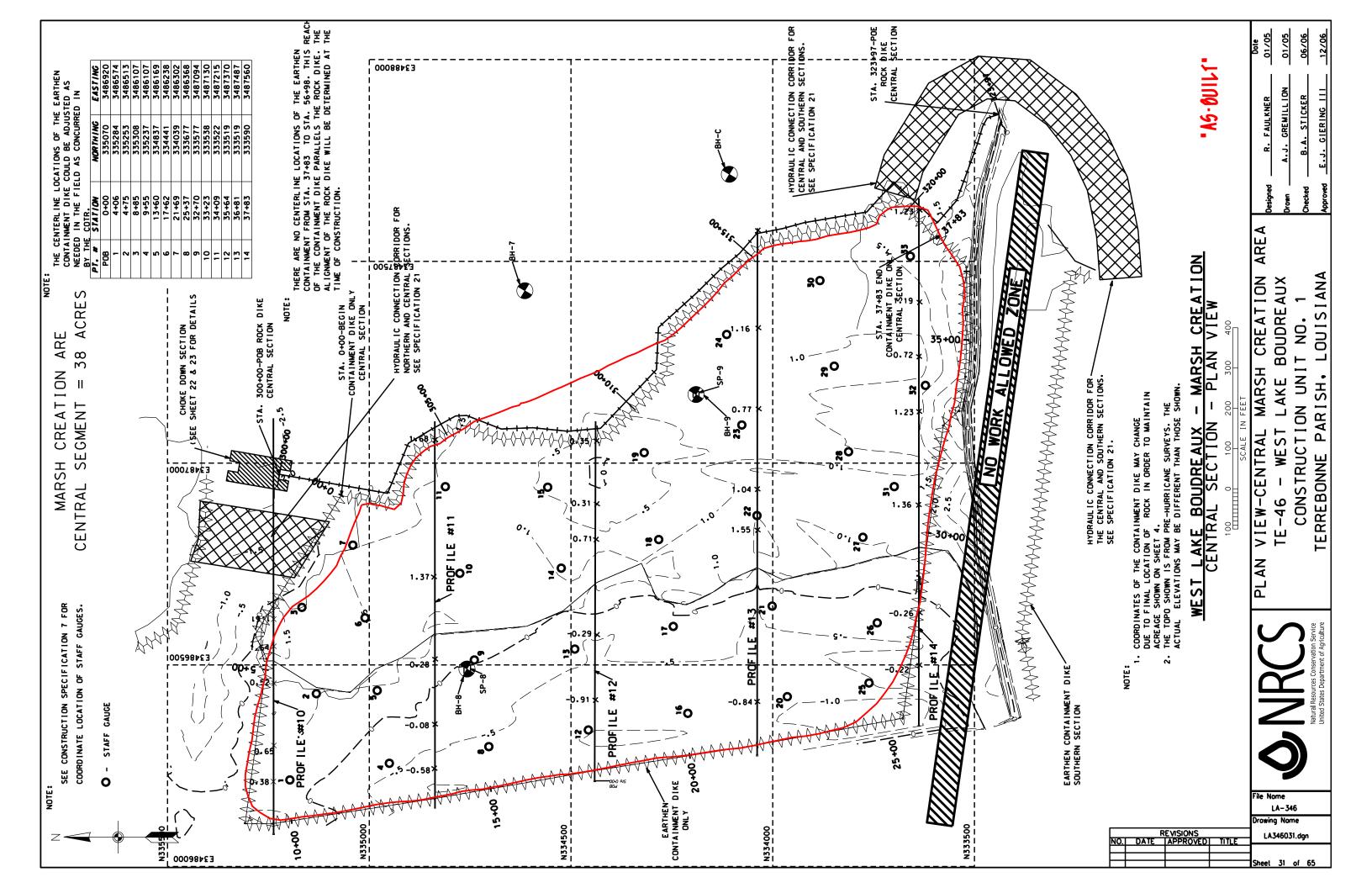
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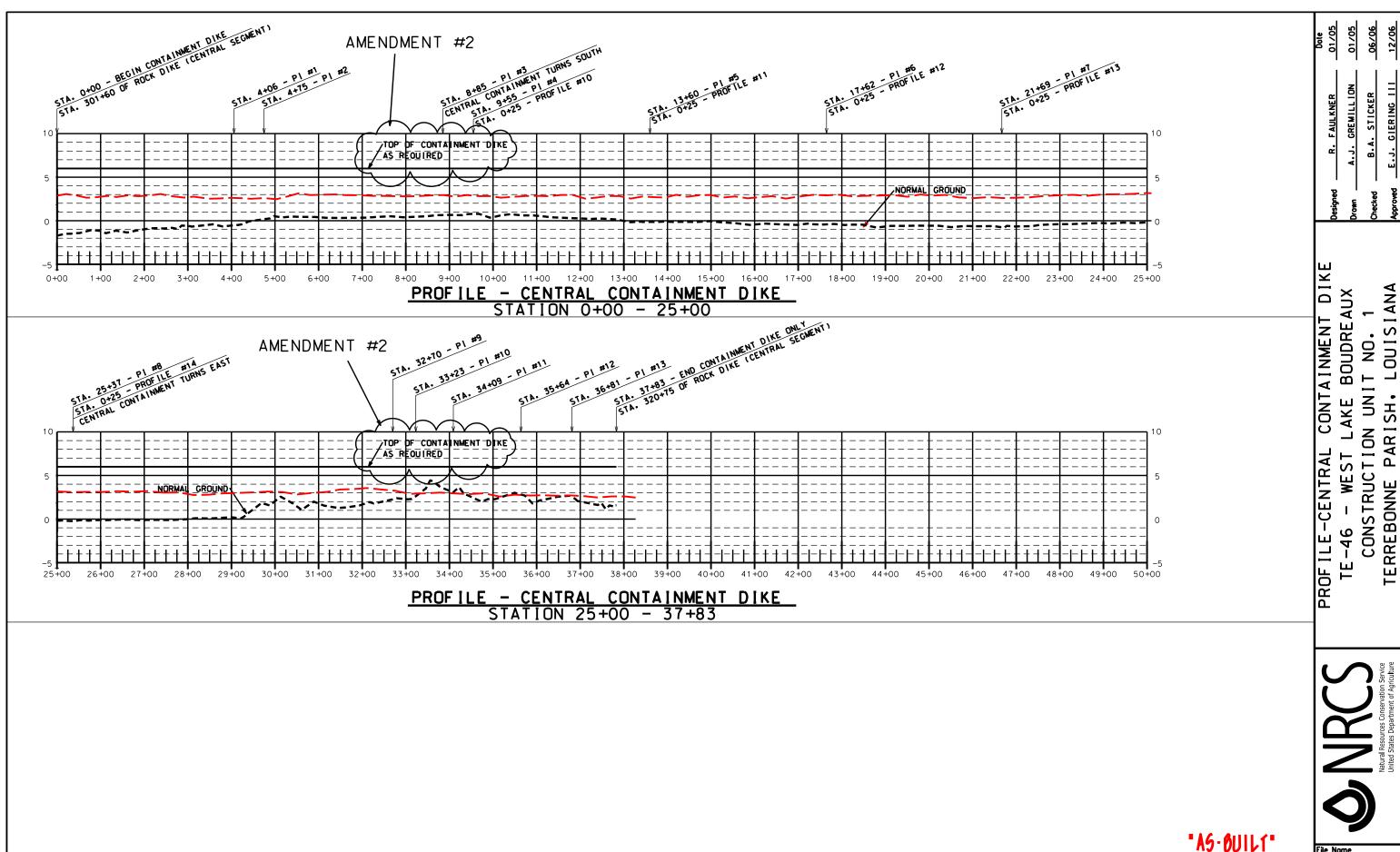
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LOUISIANA

ERREBONNE

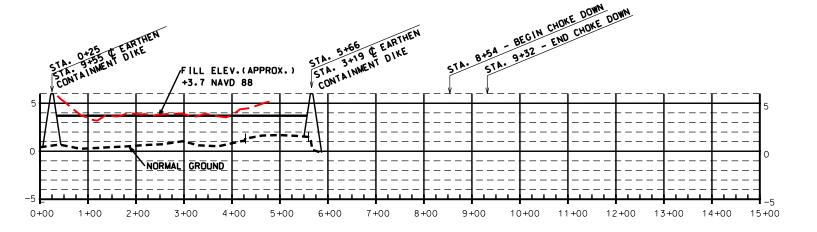




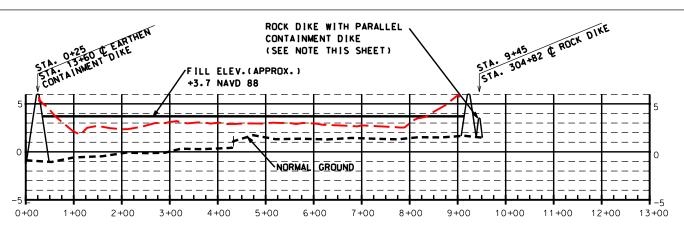
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LA346032A2.dgn

Sheet 32A2 of 65

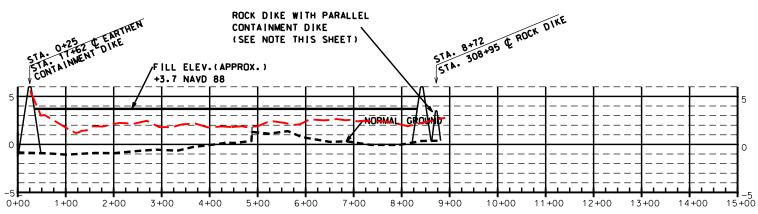


PROFILE #10 (WEST TO EAST) STATION 0+00 - 14+19



PROFILE #11 (WEST TO EAST)
STATION 0+00 - 12+78

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.



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PROFILE #12 (WEST TO EAST)
STATION 0+00 - 14+31

"AG-BUILT"



01/05

.J. GREMILLION

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NO!

ERREBONNE

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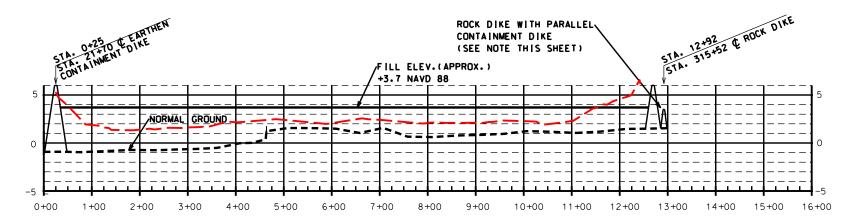
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REVISIONS LA346033.dgn

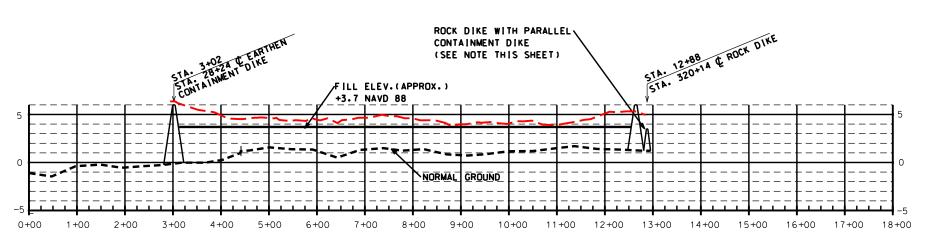
NOTE:

NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.



PROFILE #13 (WEST TO EAST) STATION 0+00 - 15+90



PROFILE #14 (WEST TO EAST)
STATION 0+00 - 17+38

NOTE:

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS. THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

"A5-BUIL1"

01/05

.J. GREMILL ION

PROFILE #14 AKE BOUDREAUX

LAKE

TE-46 - WEST LAN CONSTRUCTION

PROF ILE

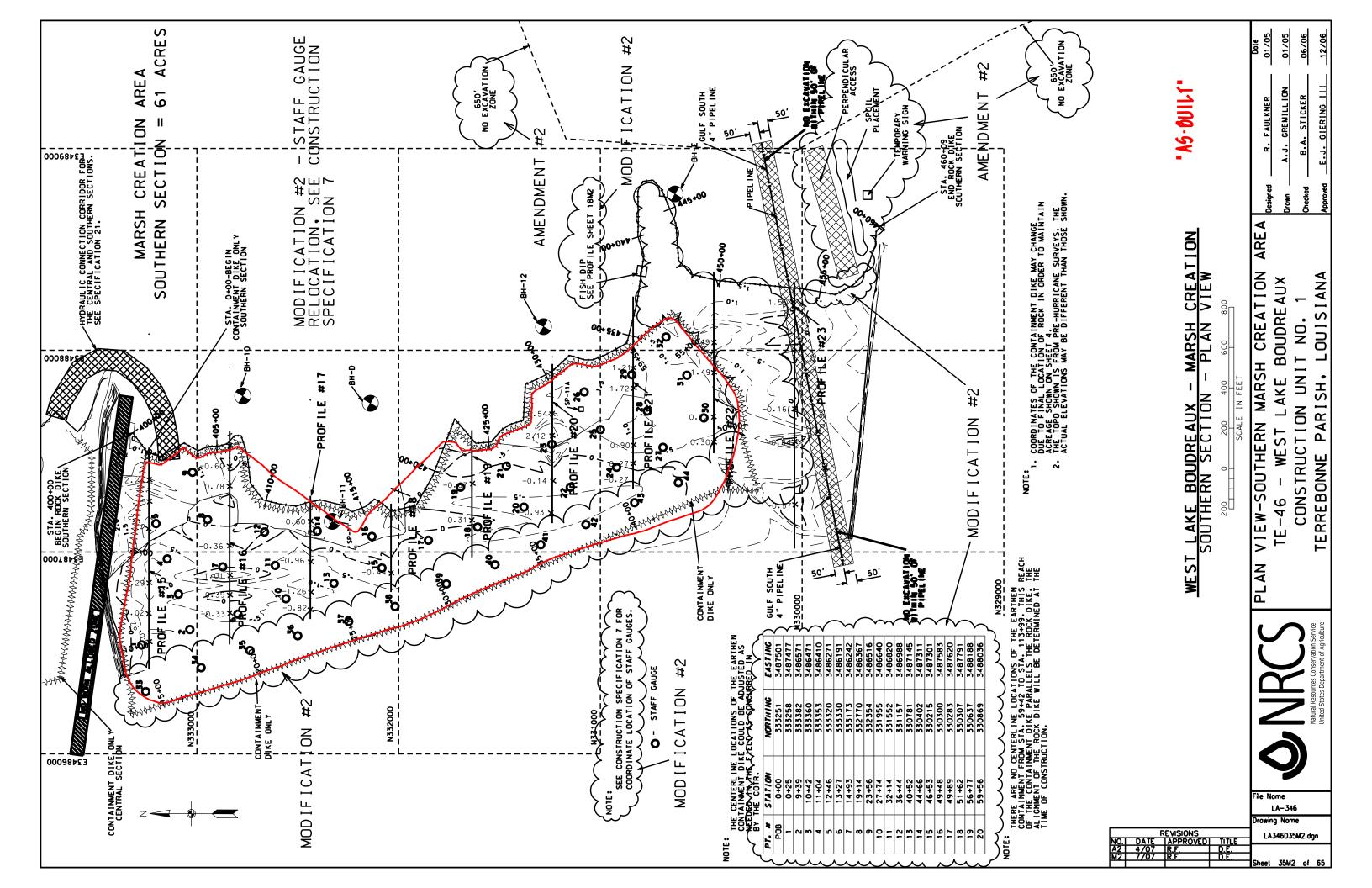
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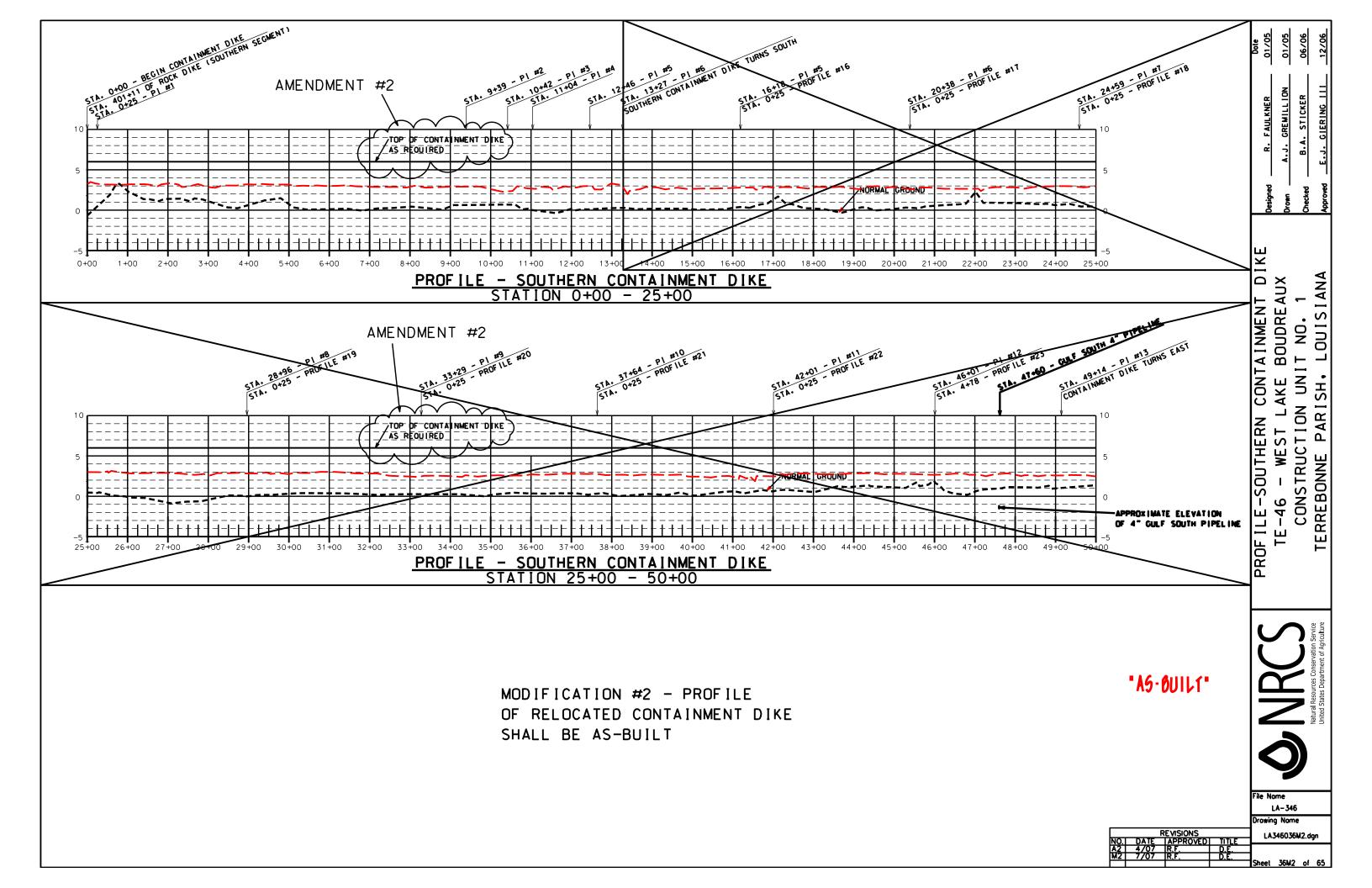
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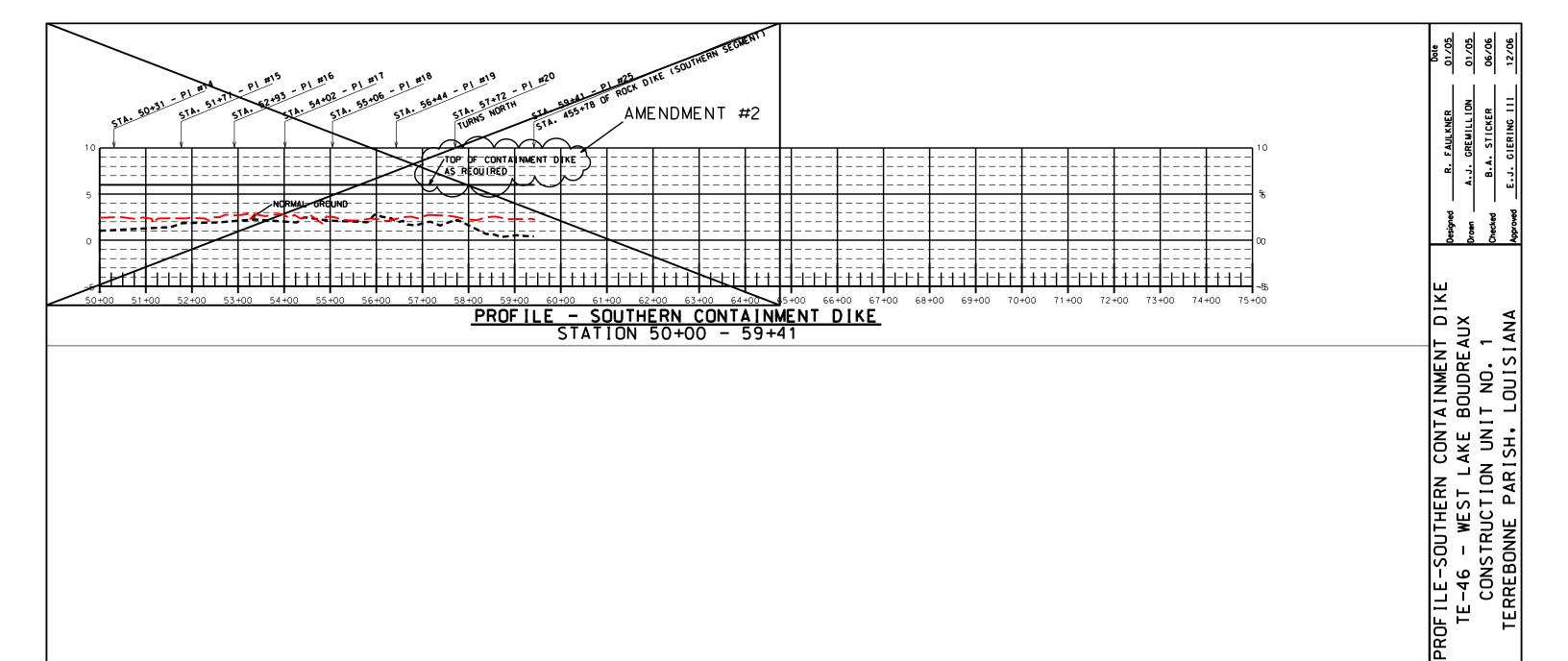
NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

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Sheet 34 of 65						









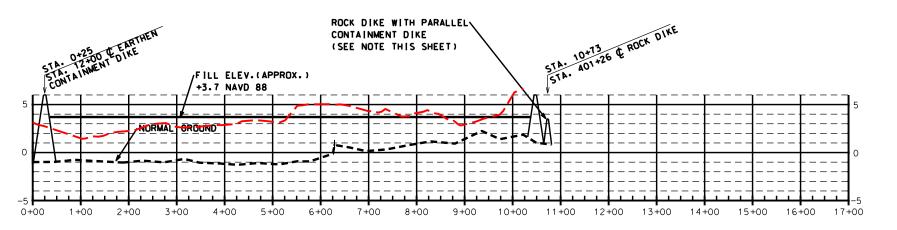
TERREBONNE

MODIFICATION #2 - PROFILE OF RELOCATED CONTAINMENT DIKE SHALL BE AS-BUILT

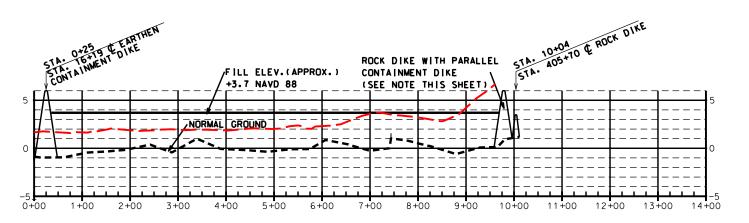
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"AS-BUILT"



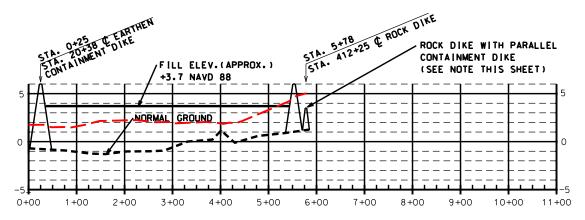
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NOTE:

PROFILE #16 (WEST TO EAST) STATION 0+00 - 13+72

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS. THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.



PROFILE #17 (WEST TO EAST)
STATION 0+00 - 10+83

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

"AG-BUIL1"



01/05

J. GREMILLION

PROF ILE

BOUDRE AUX

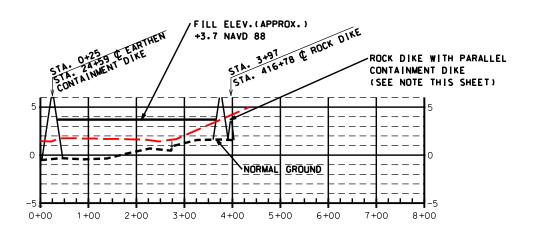
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NO!

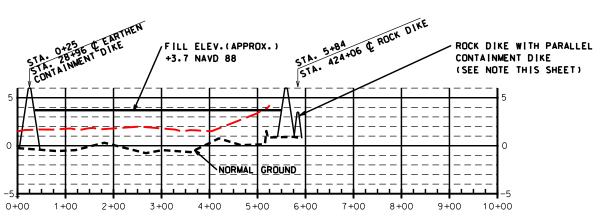
ERREBONNE

LA-346 Drawing Name

LA346038.dgn



PROFILE #18 (WEST TO EAST) STATION 0+00 - 12+01

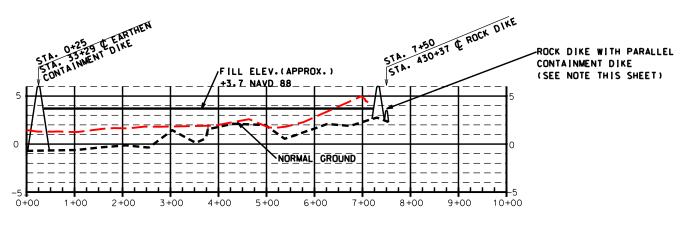


NOTE:

PROFILE #19 (WEST TO EAST) STATION 0+00 - 13+15

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.

THE ACTUAL ELEVATIONS MAY BE DIFFERNT THAN THOSE SHOWN.



NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

PROFILE #20 (WEST TO EAST)
STATION 0+00 - 13+21

"AG-BUILT"



01/05

J. GREMILL ION

PROF ILE

BOUDREAUX

LAKE

WEST

CONSTRUCTION

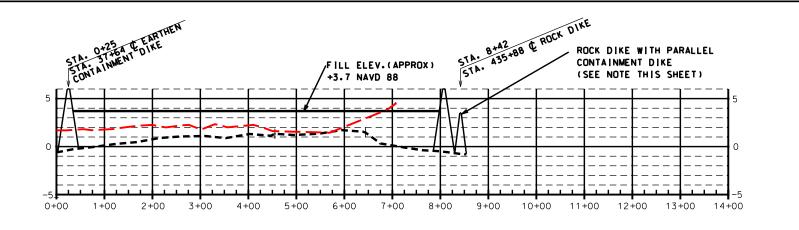
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LOUISIANA

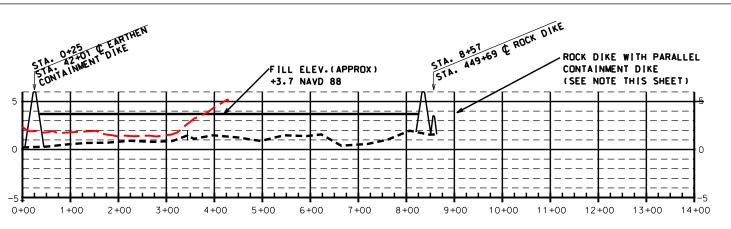
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LA-346 Drawing Name

REVISIONS LA346039.dgn



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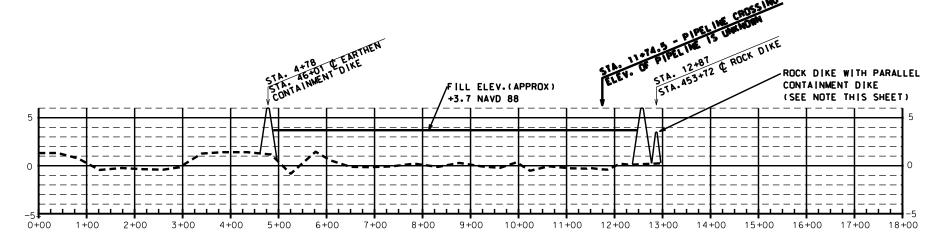


NOTE:

PROFILE #22 (WEST TO EAST)
STATION 0+00 - 13+98

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.

THE ACTUAL ELEVATIONS MAY BE DIFFERNT THAN THOSE SHOWN.



"A5-BUIL1"

Natural Resources Conservation Servi

PROF

J. GREMILLION

PROF ILE

BOUDREAUX

LOUISIANA

NO!

ERREBONNE

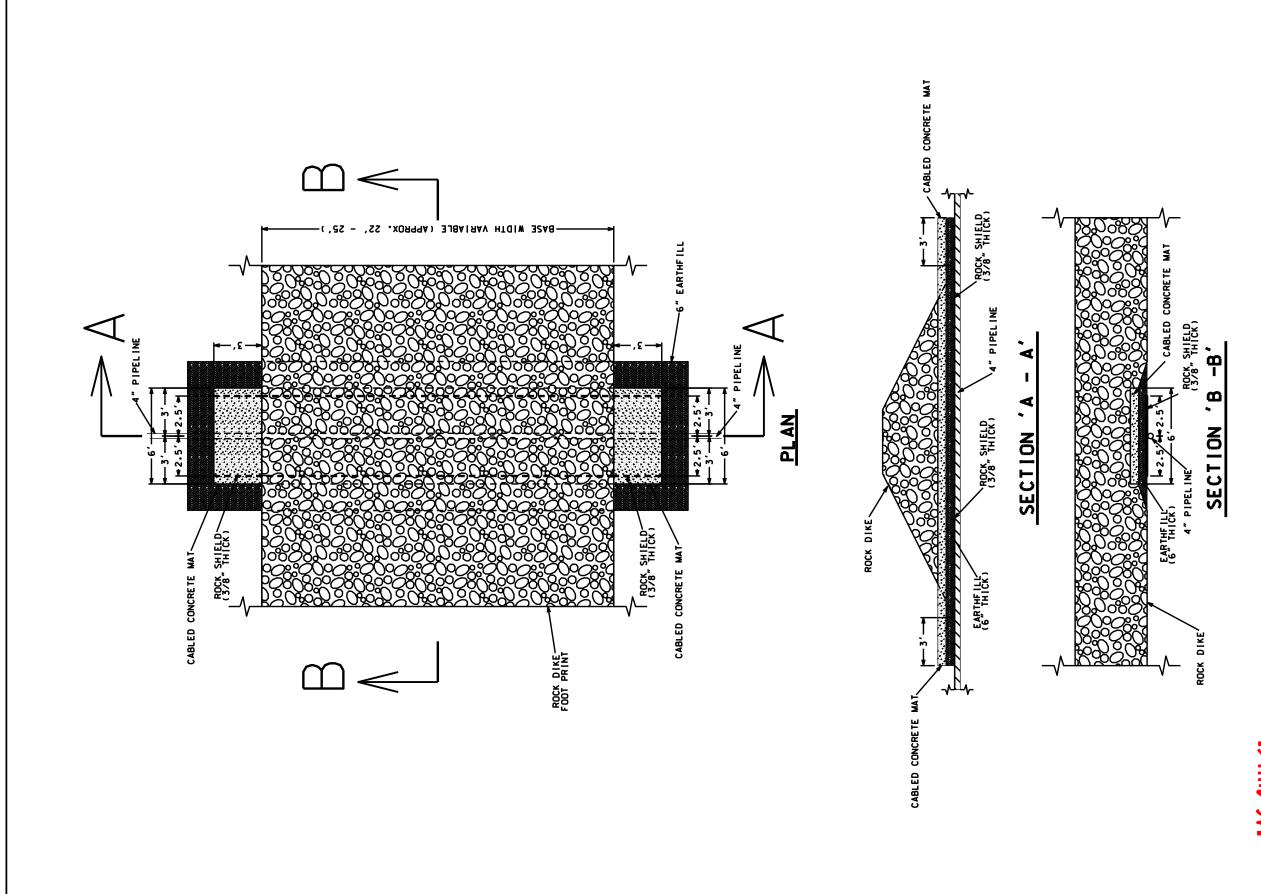
NOTE:

THE LOCATION OF THE ROCK DIKE WITH THE PARALLEL CONTAINMENT DIKE IS APPROXIMATE. THE ROCK DIKE SHALL BE CONSTRUCTED FIRST AND THE ALIGNMENT OF THE ROCK DIKE SHALL BE DETERMINED IN THE FIELD BY THE C.O.T.R.

PROFILE #23 (WEST TO EAST)
STATION 0+00 - 17+81

LA-346
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DATE | APPROVED | TITLE

LA346040.dgn



DETAILS-ROCK DIKE @ 4"
(NOT TO SCALE)

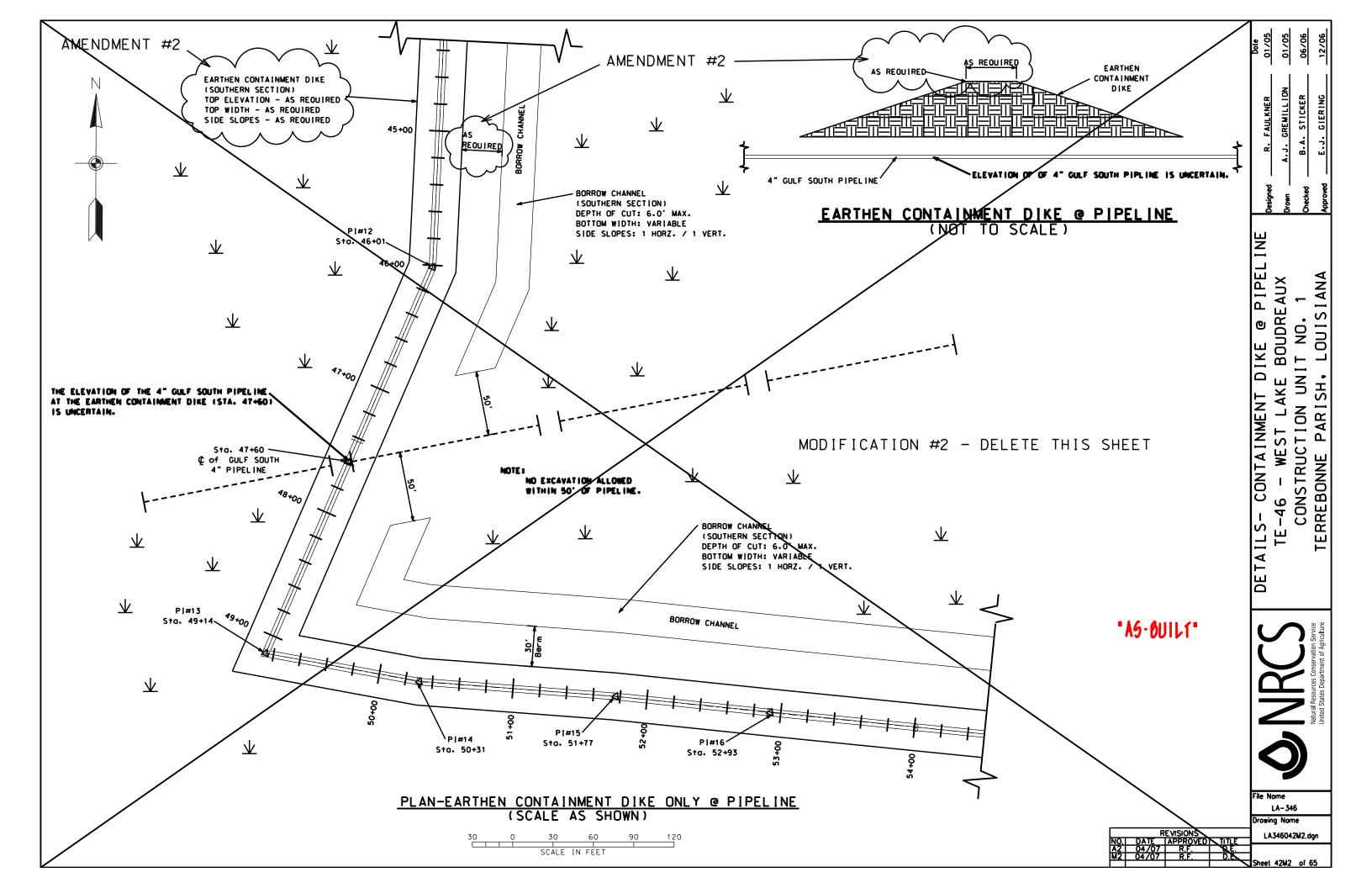
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File Name	
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Drawing Name	
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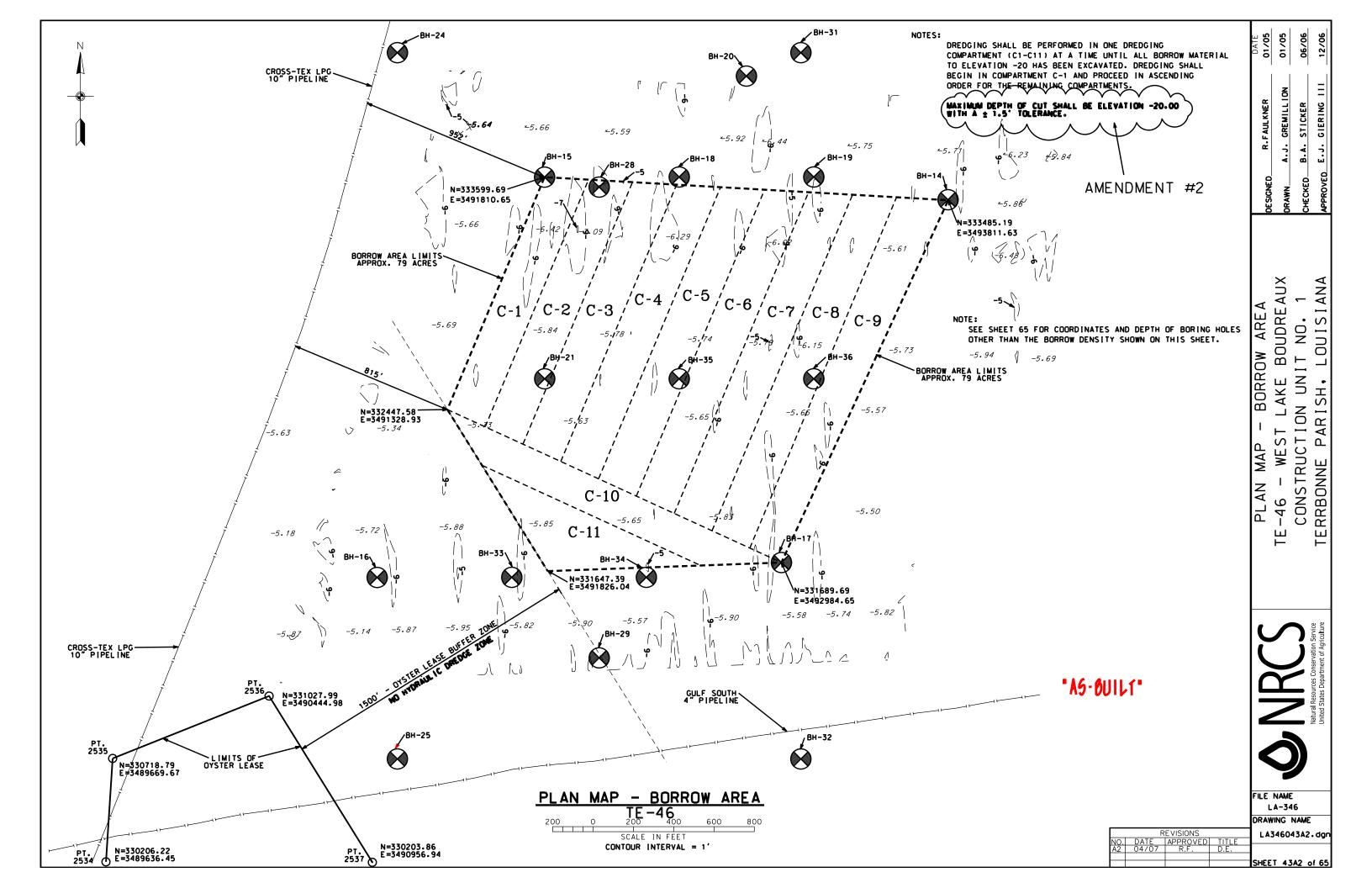
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Sheet 4	41 of 65

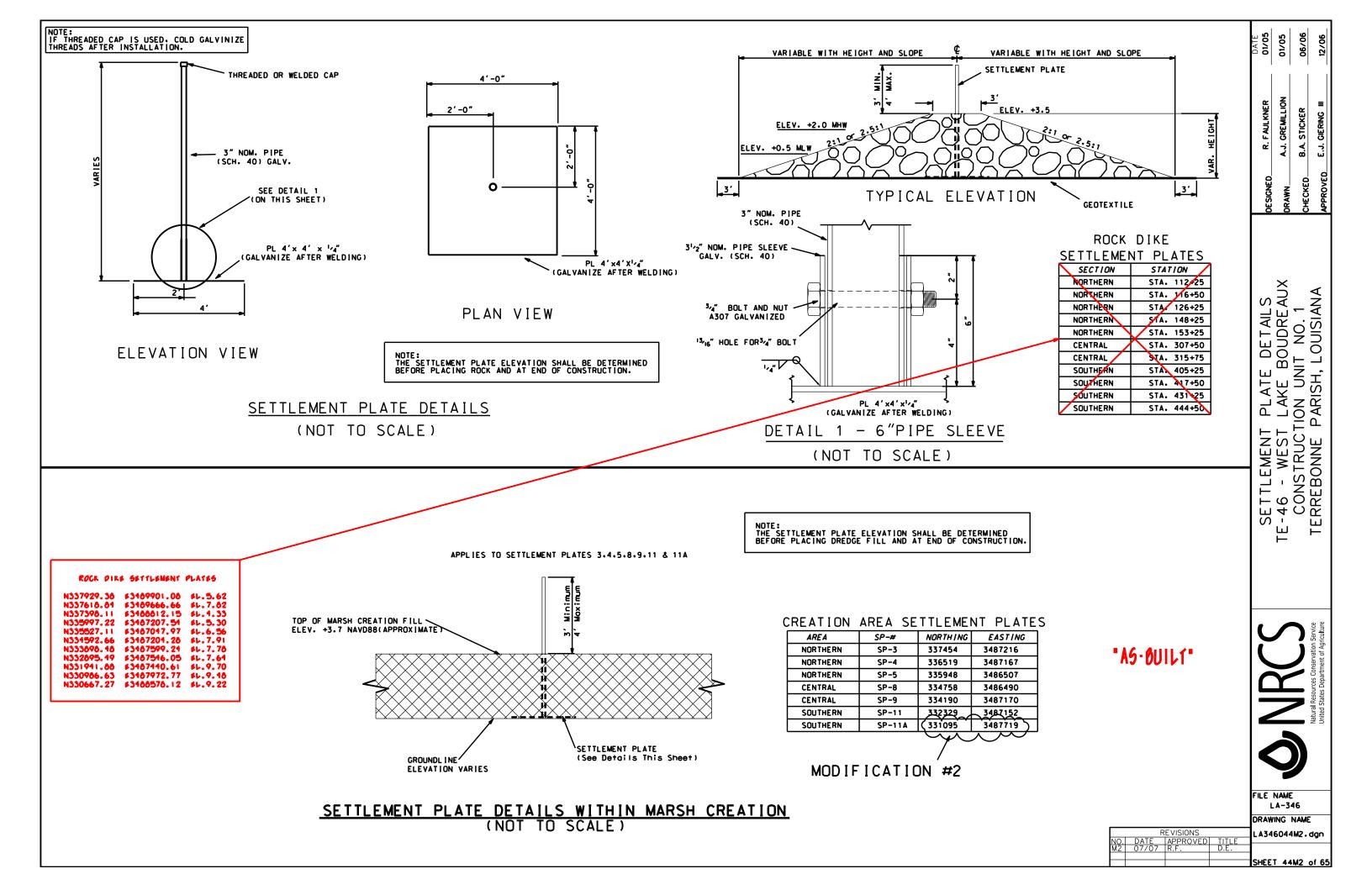
GULF SOUTH 4" PIPELINE DETAILS	TE-46 - WEST LAKE BOUDREAUX	CONSTRUCTION UNIT NO. 1	TERREBONNE PARISH, LOUISIANA
GULF	TE-4	00	TERRE

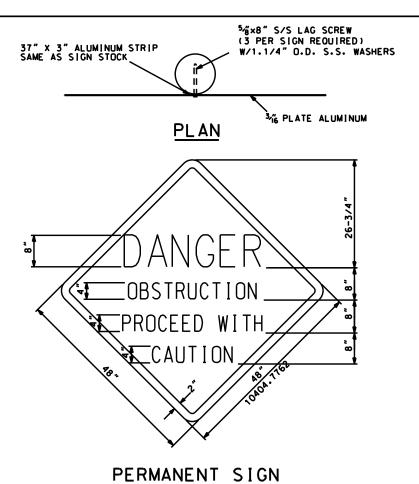
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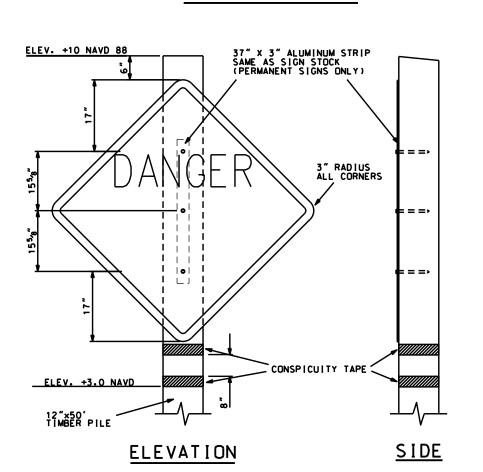
A.J. GREMILLION R. FAULKNER



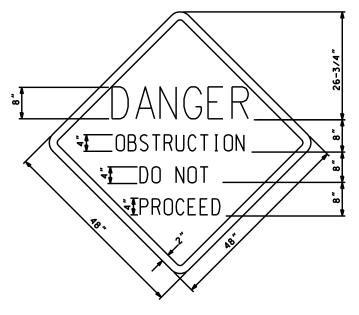




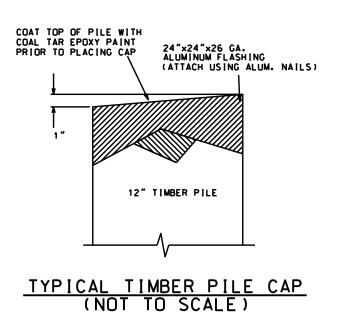




PERMANENT WARNING SIGN DETAILS



TEMPORARY SIGN



NUIE:

1. ALL SIGNS WITH EXCEPTION OF THE SIGNS LOCATED AT THE CHOKE DOWN SECTION AND THE PIPELINE CROSSING SHALL BE TEMPORARY SIGNS WITH THE WORDING "DANGER-OBSTRUCTION-DO NOT PROCEED."

2. THE 2" BORDER ON THE WARNING SIGN SHALL BE A REFLECTIVE MATERIAL OF ORANGE COLOR. THE LETTERING FIELD SHALL BE A RETRO-REFLECTIVE MATERIAL OF WHITE COLOR. THE LETTERING FOR THE WARNING SIGNS SHALL BE BLACK. WARNING SIGNS SHALL BE PLACED ON TWO SIDES WITH THE SIGN FACING PERPENDICULAR TO THE SHORELINE AS CONCURRED IN BY THE COTR.

3. TEMPORARY WARNING SIGNS SHALL BE PLACED AS SHOWN IN PLAN. MAXIMUM DISTANCE 500' APART.

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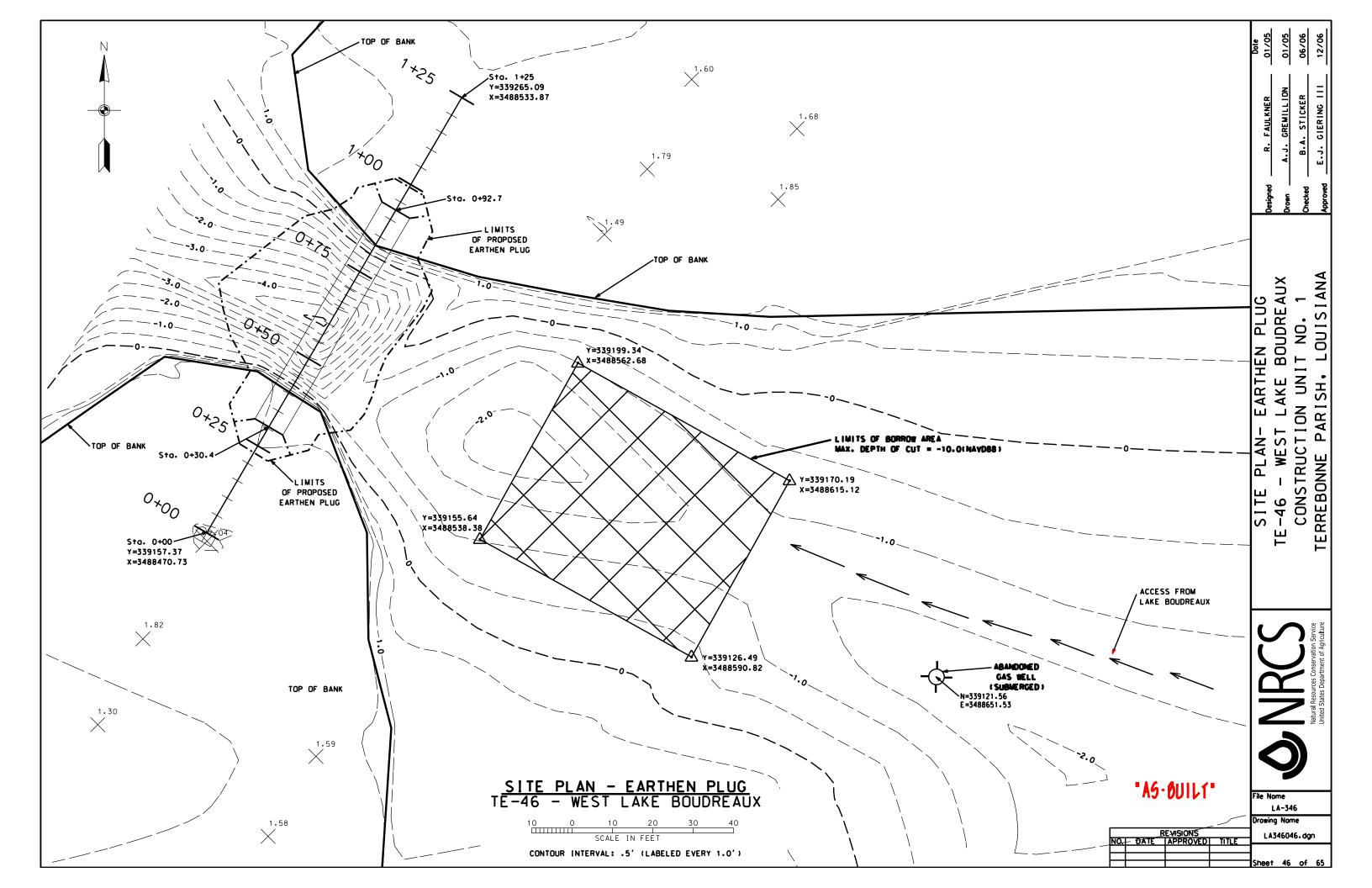
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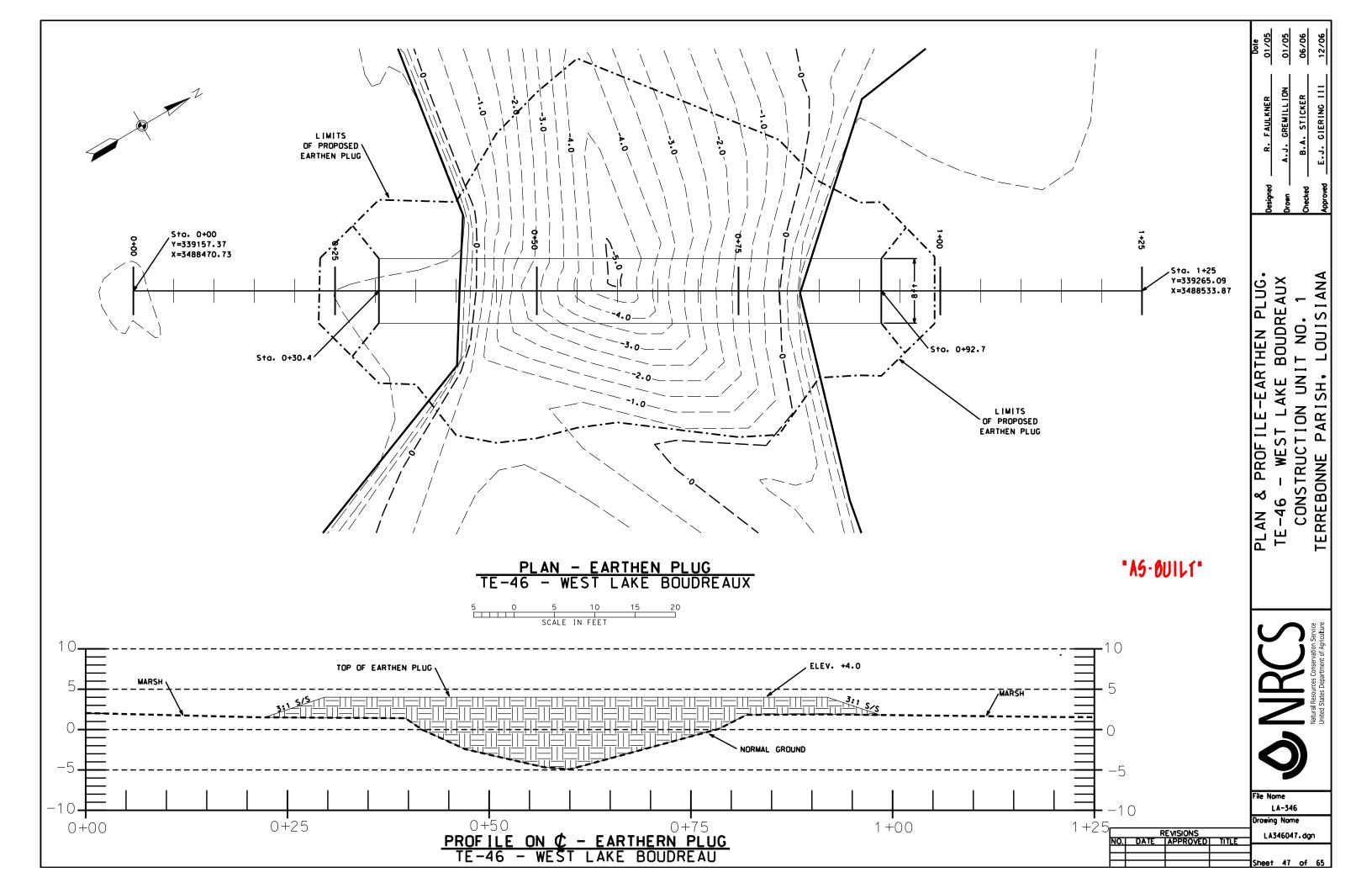
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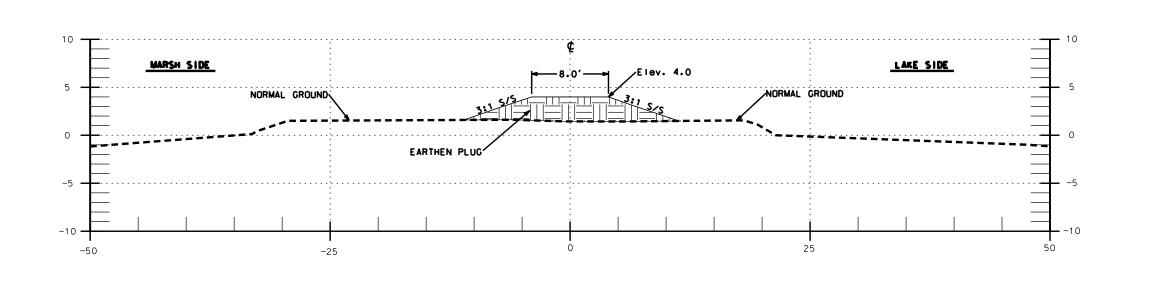


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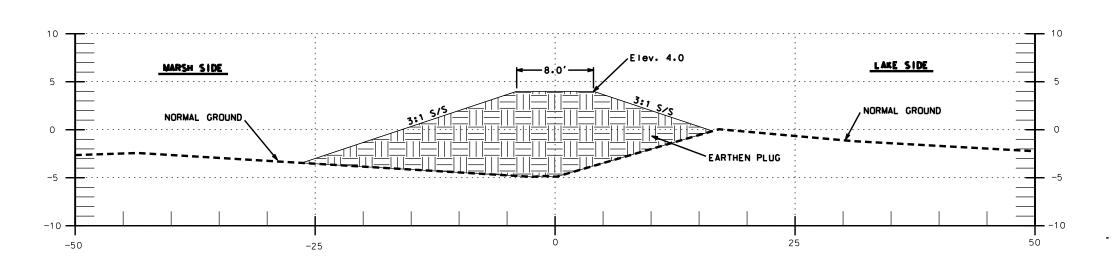
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TYPICAL SECTION - OUTSIDE OF CHANNEL EARTHEN PLUG



TYPICAL SECTION - WITHIN CHANNEL EARTHEN PLUG

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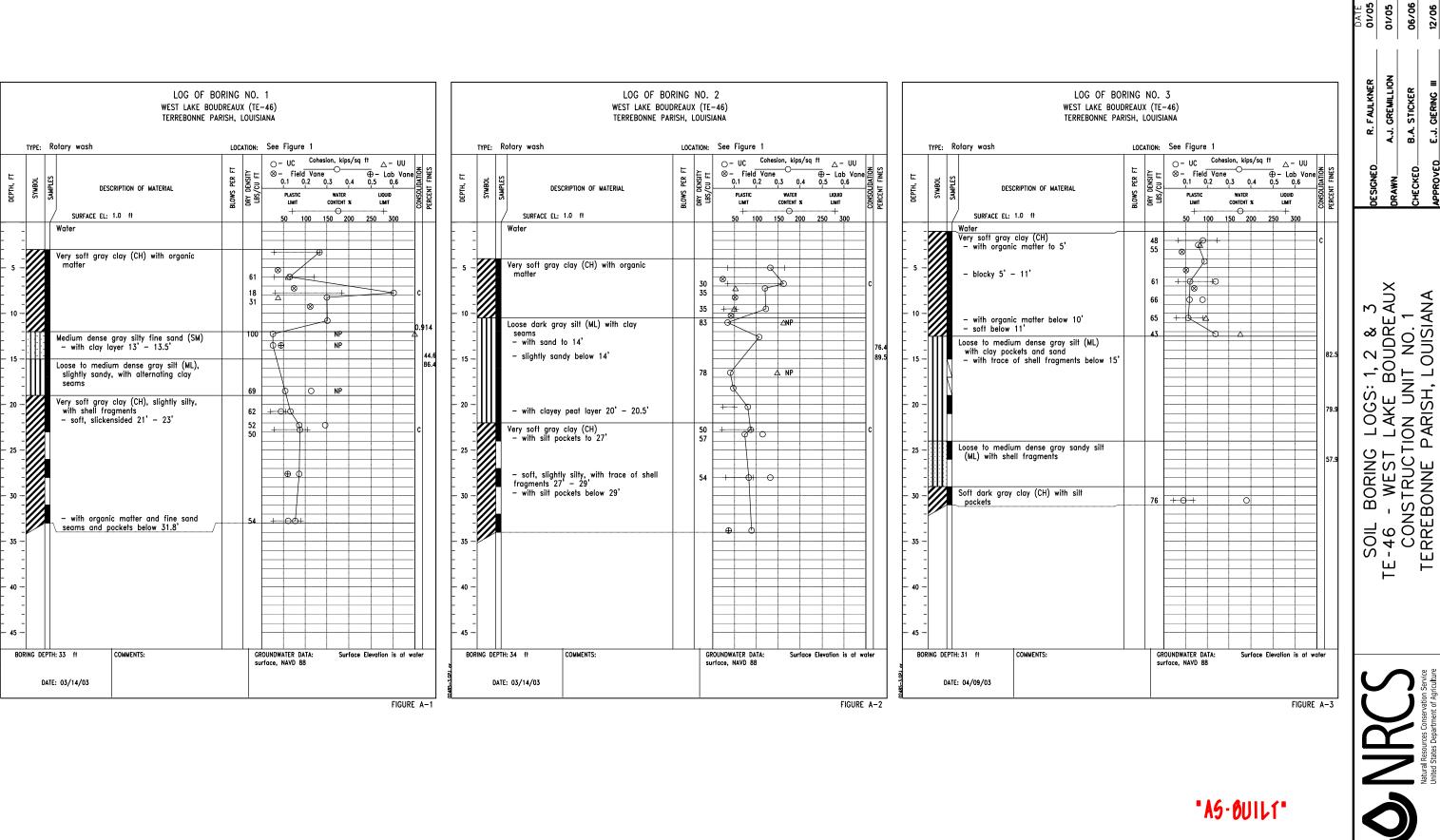
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SECTIONS-EARTHEN PLUG. - WEST LAKE BOUDREAUX STRUCTION UNIT NO. 1

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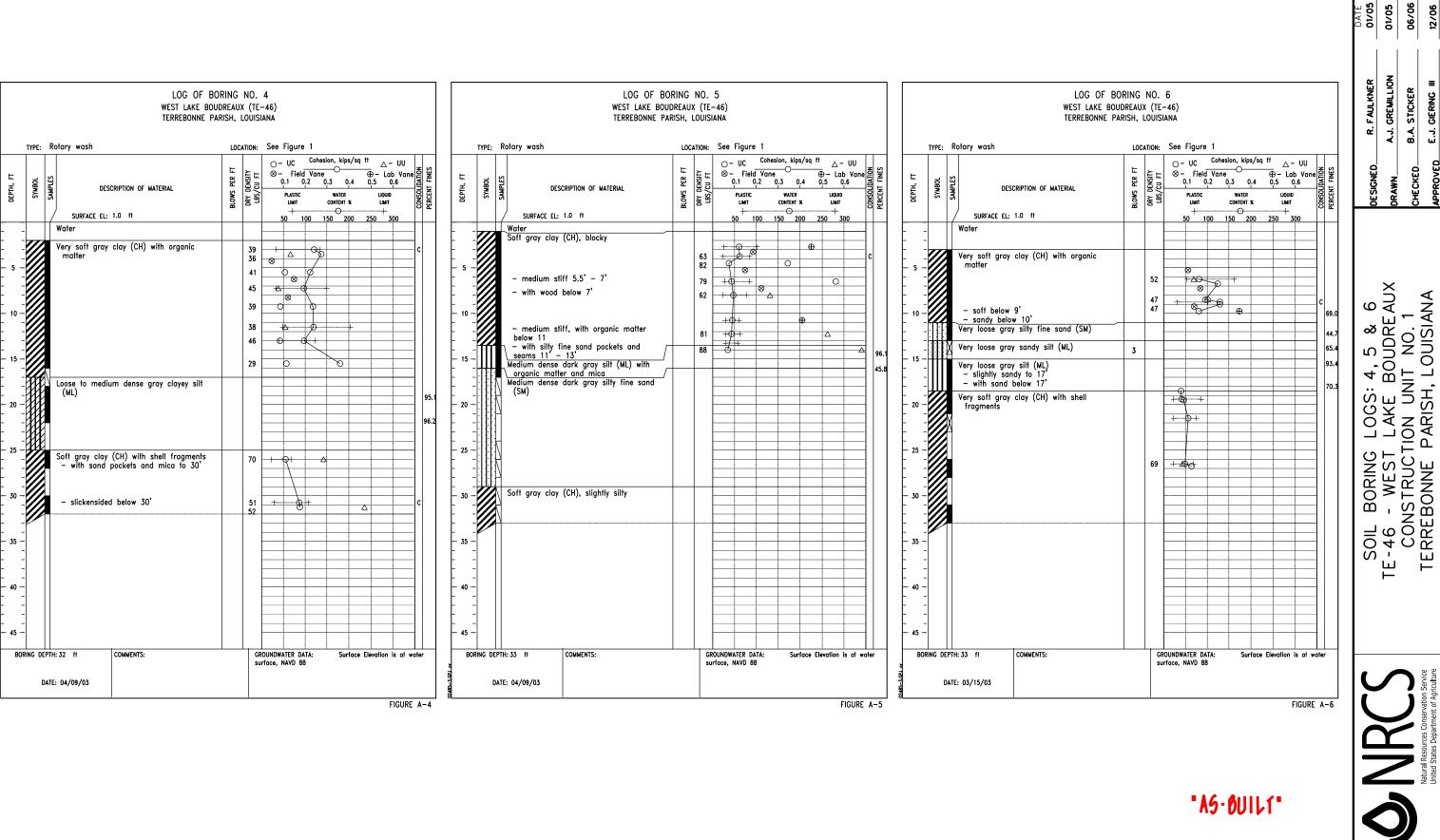


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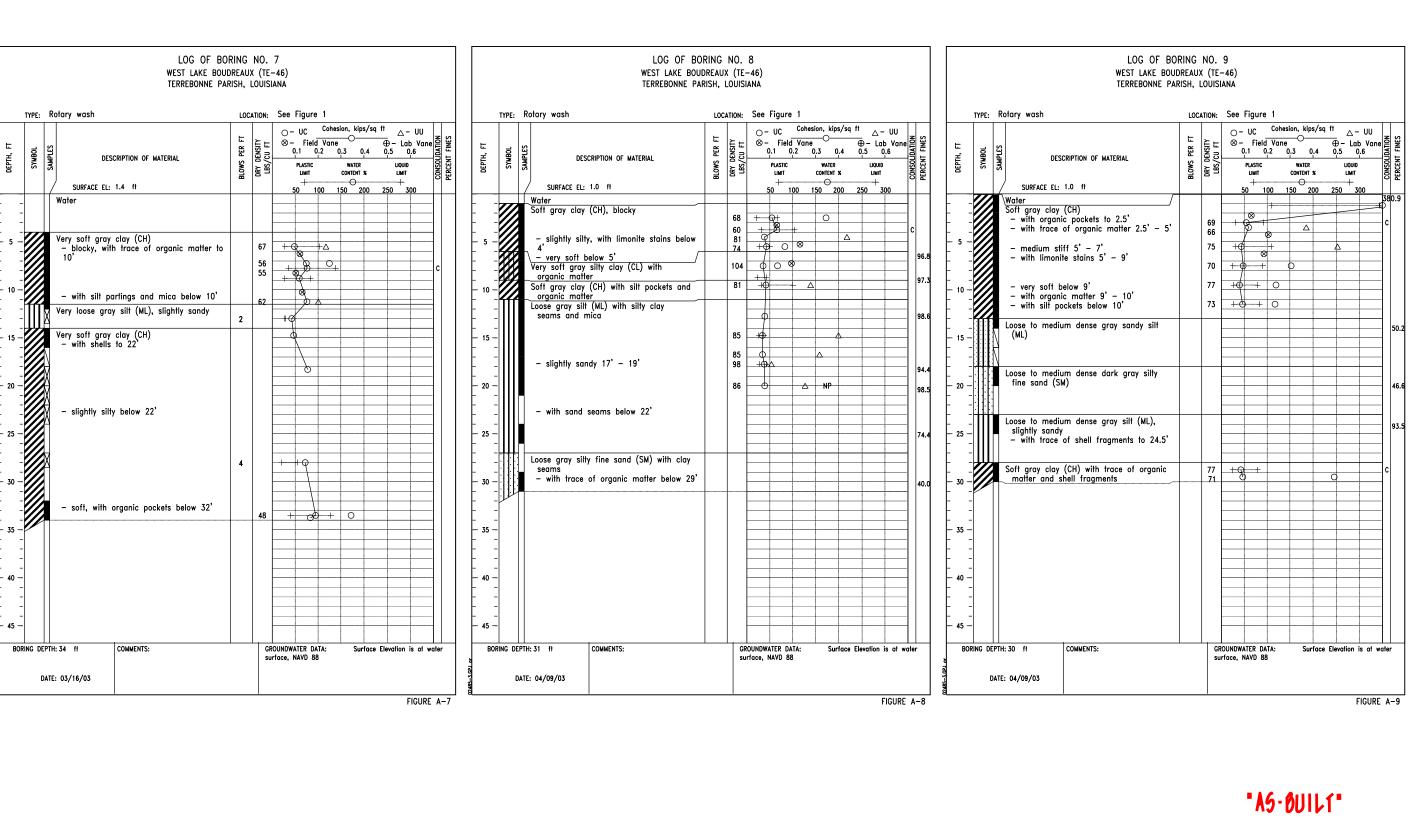
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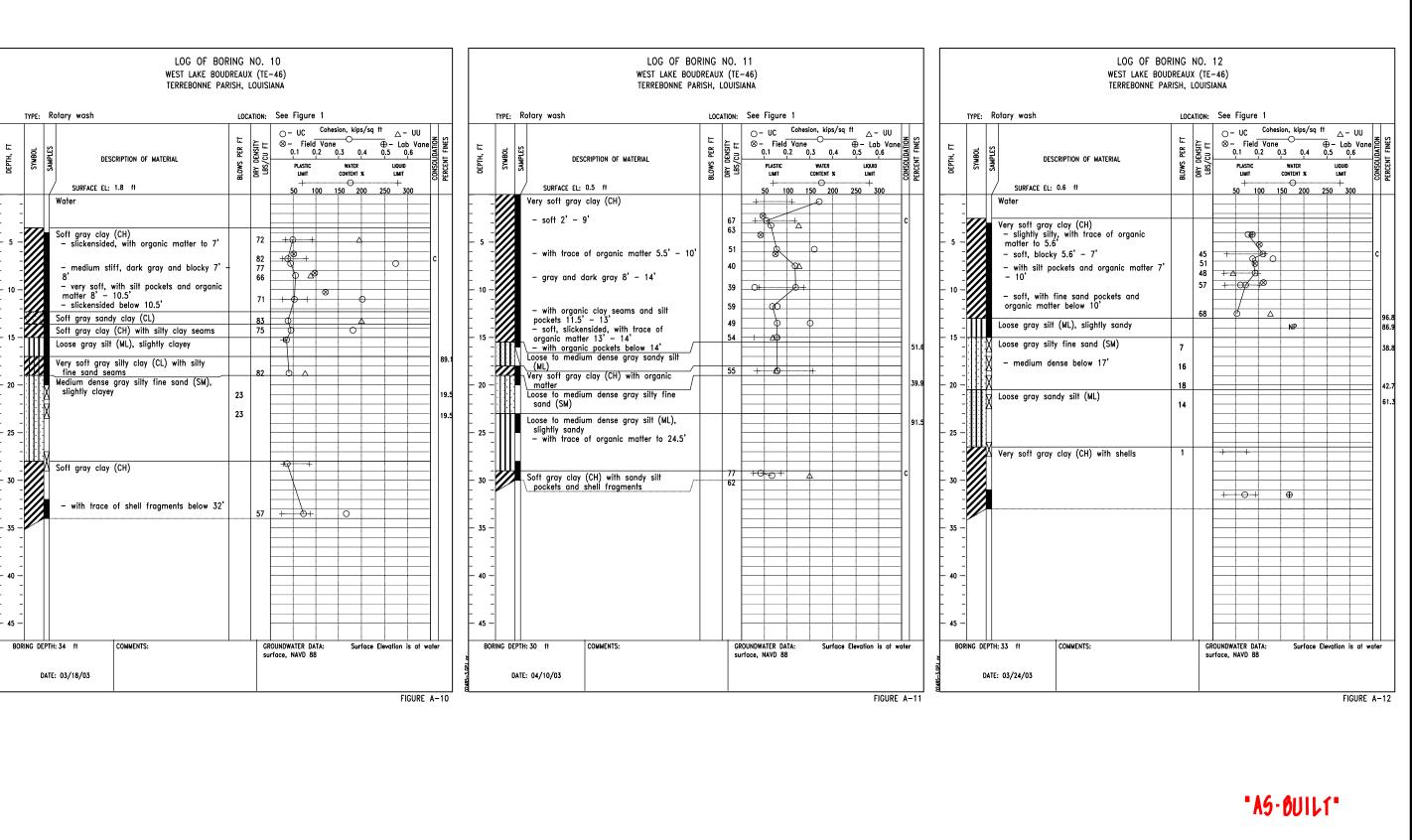
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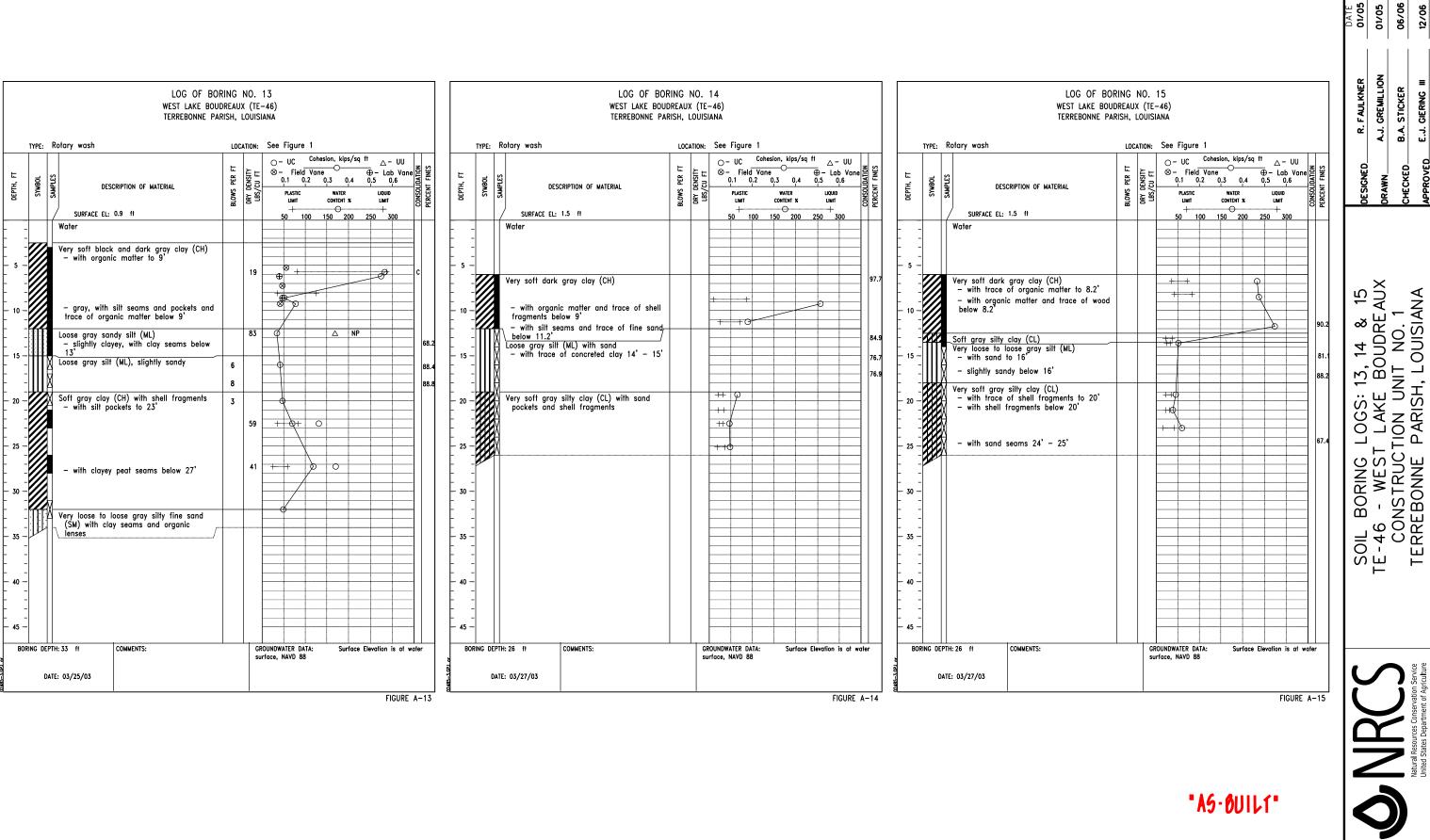
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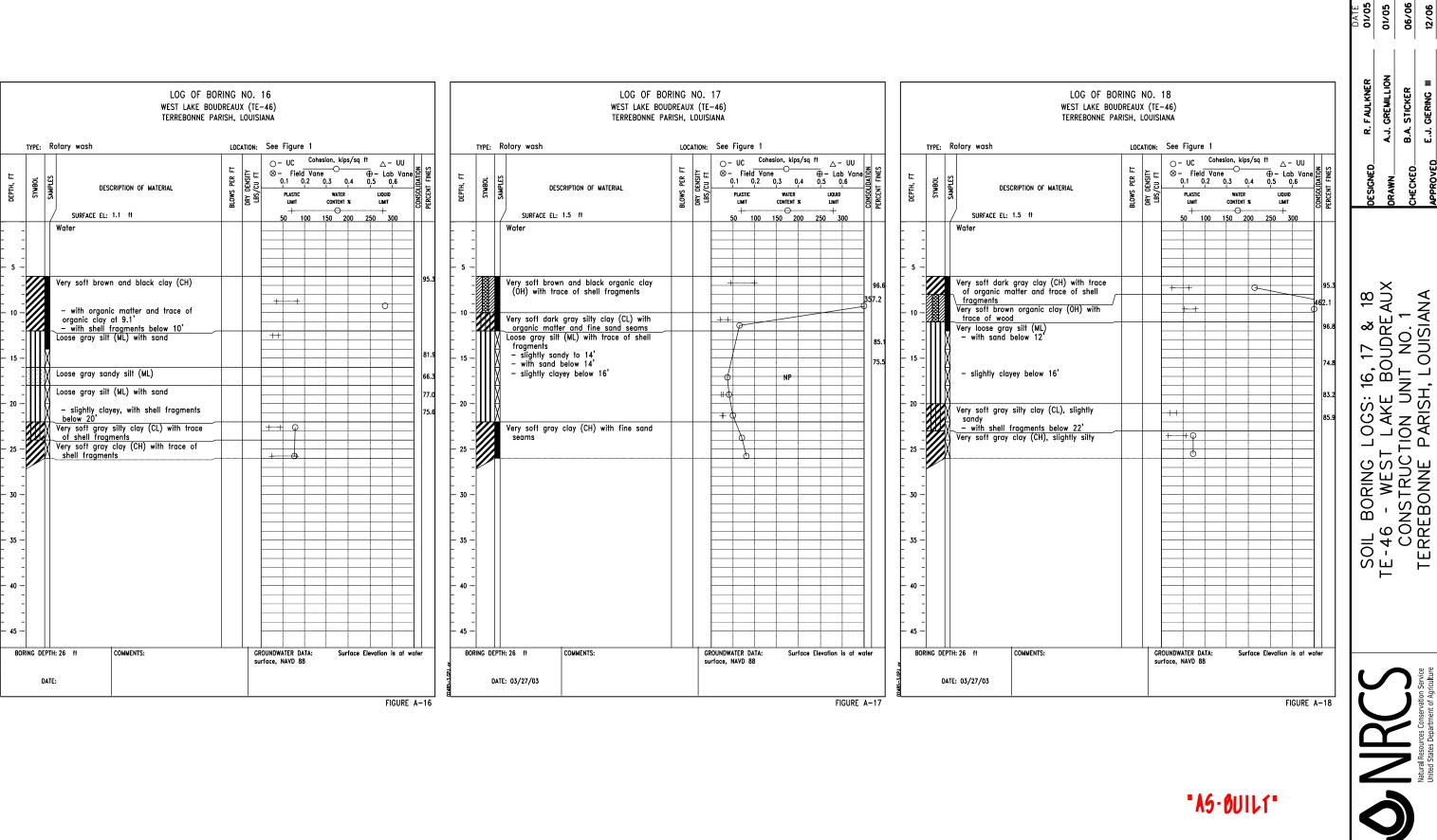
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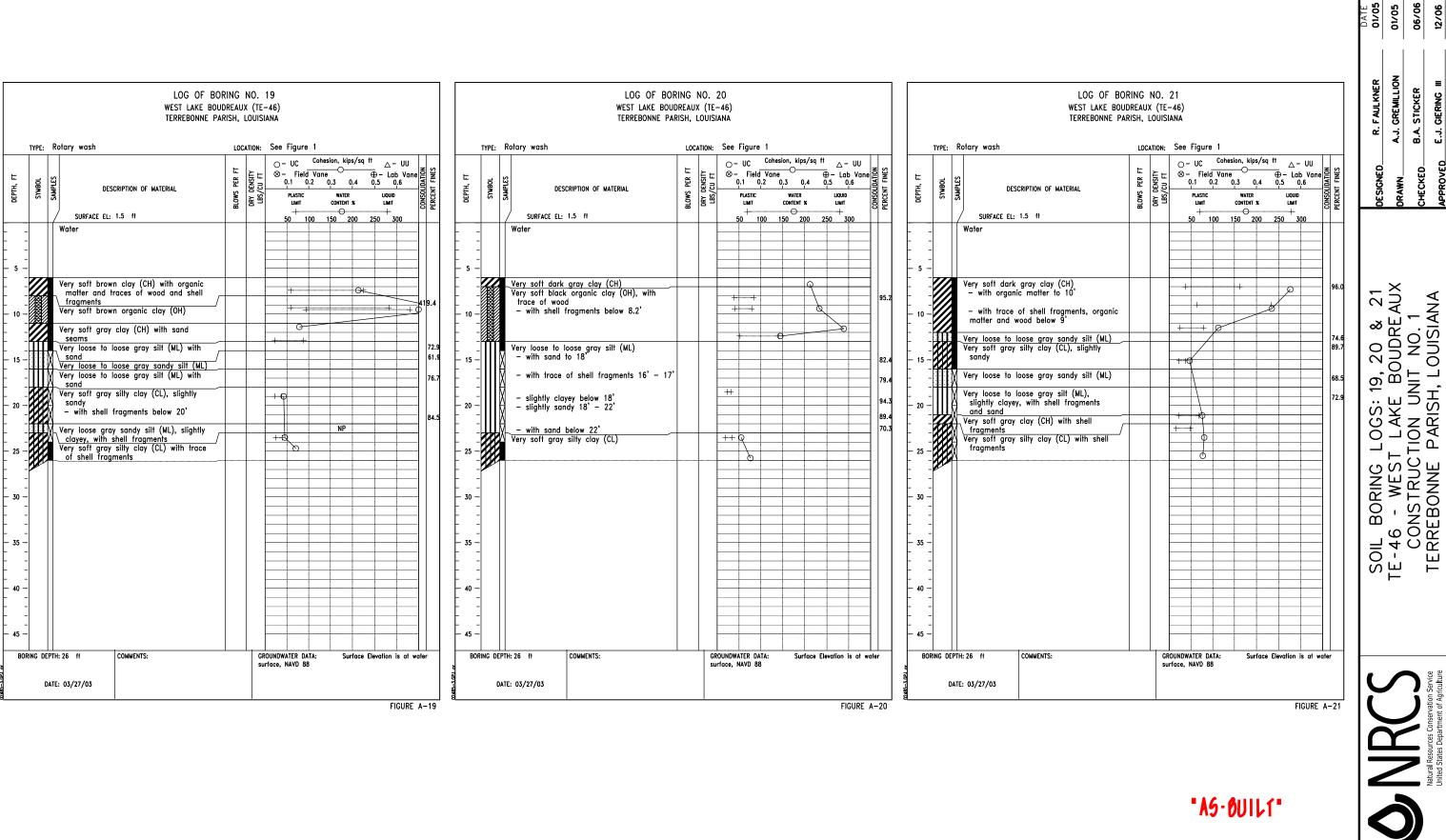
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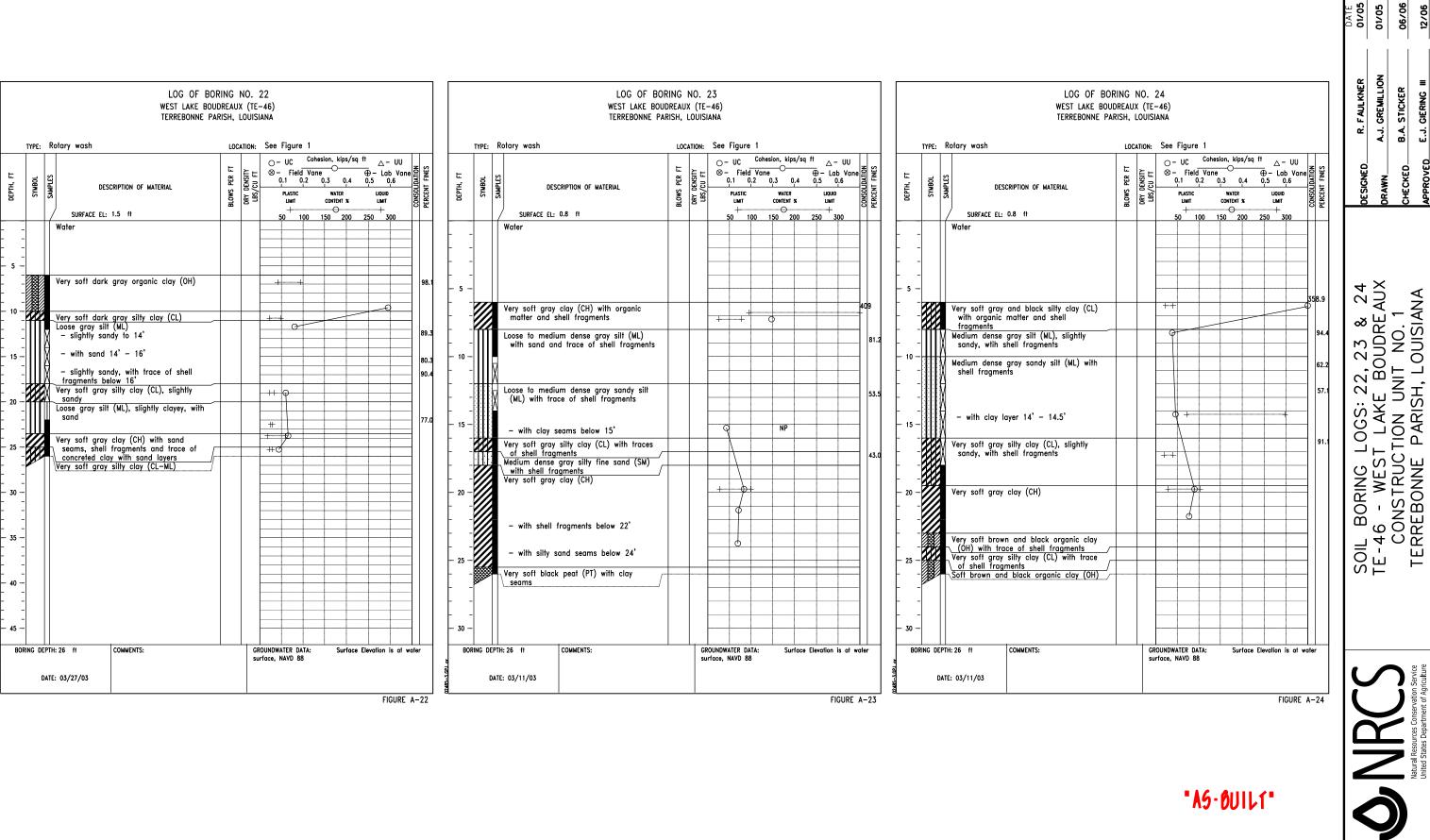
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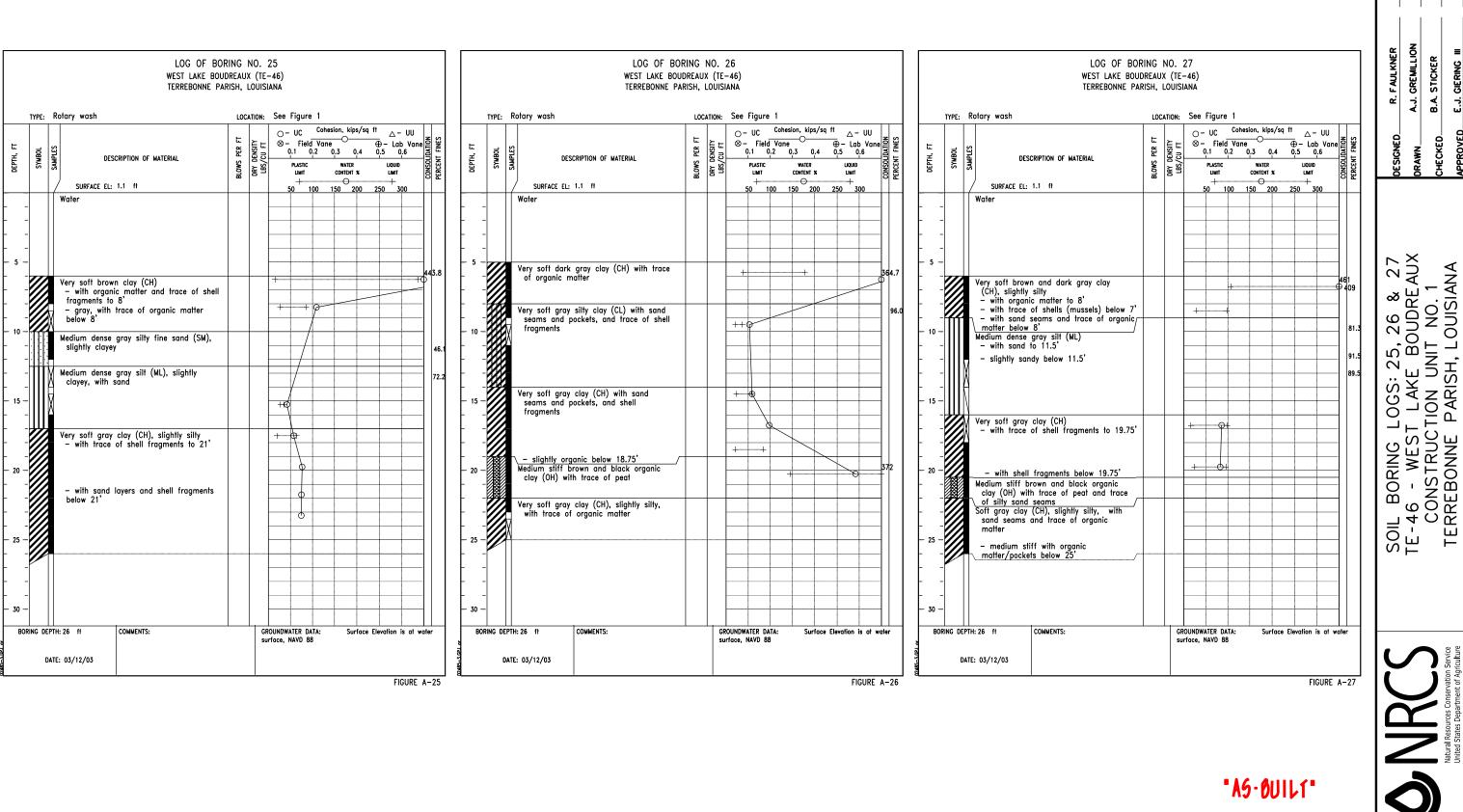
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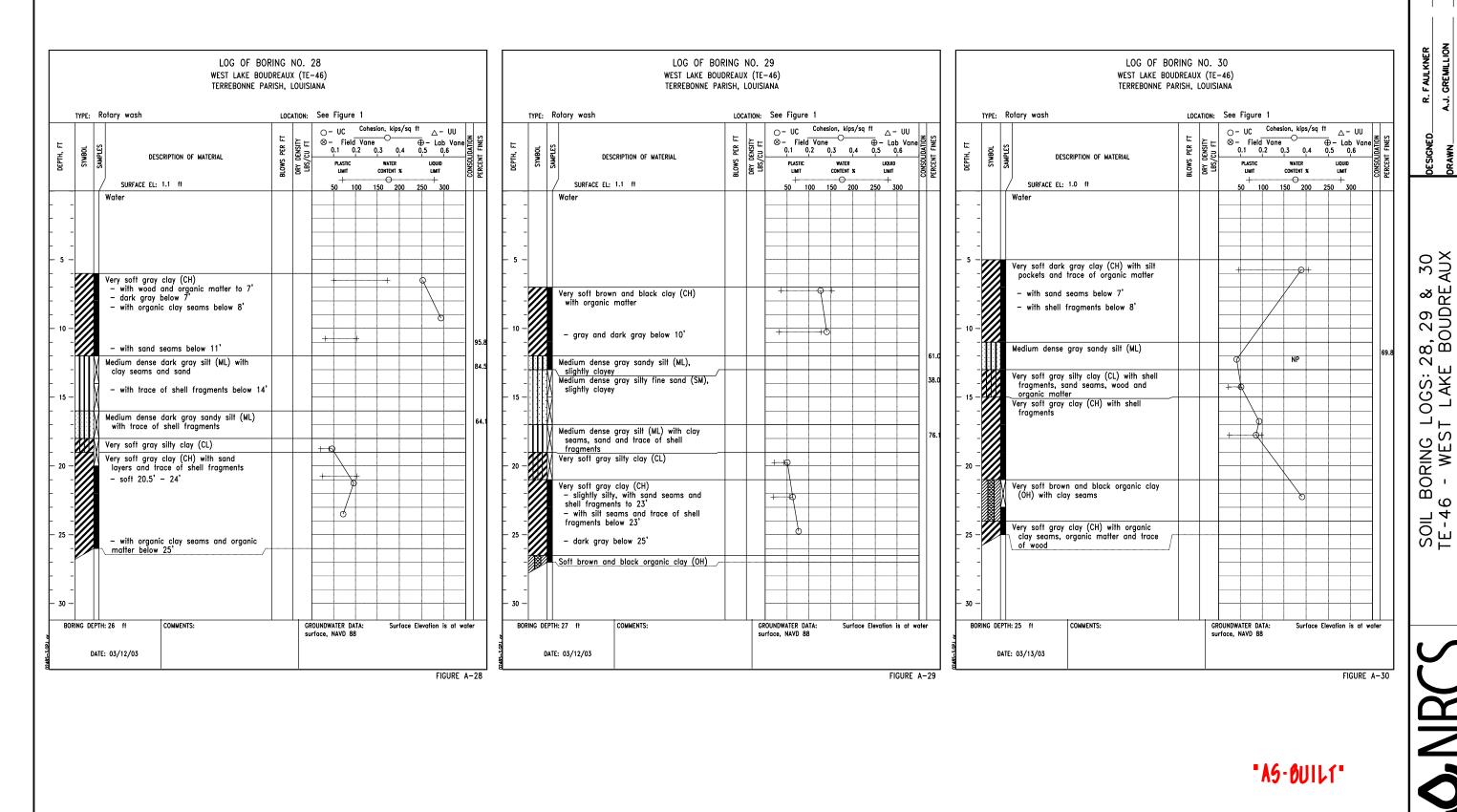
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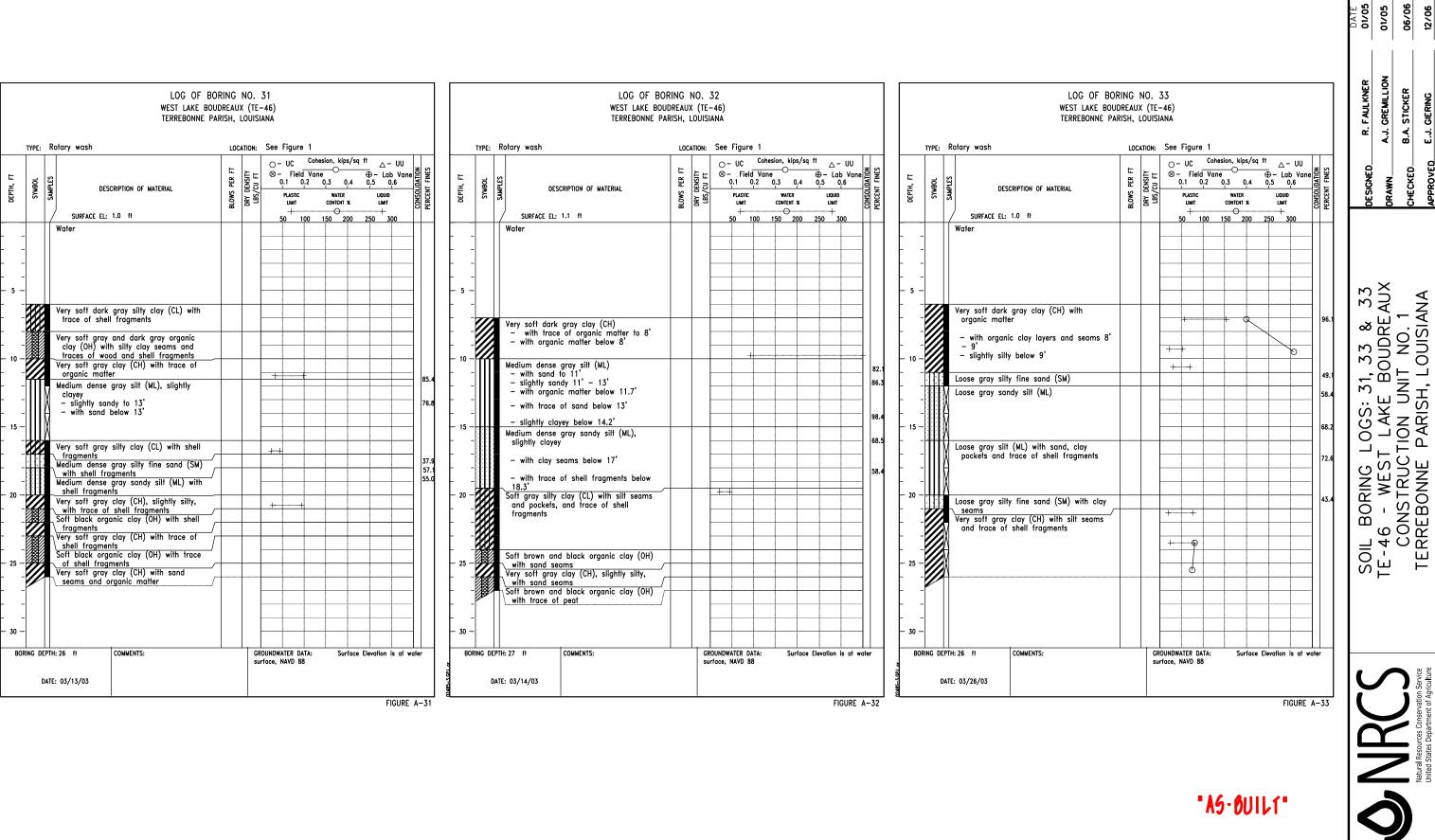
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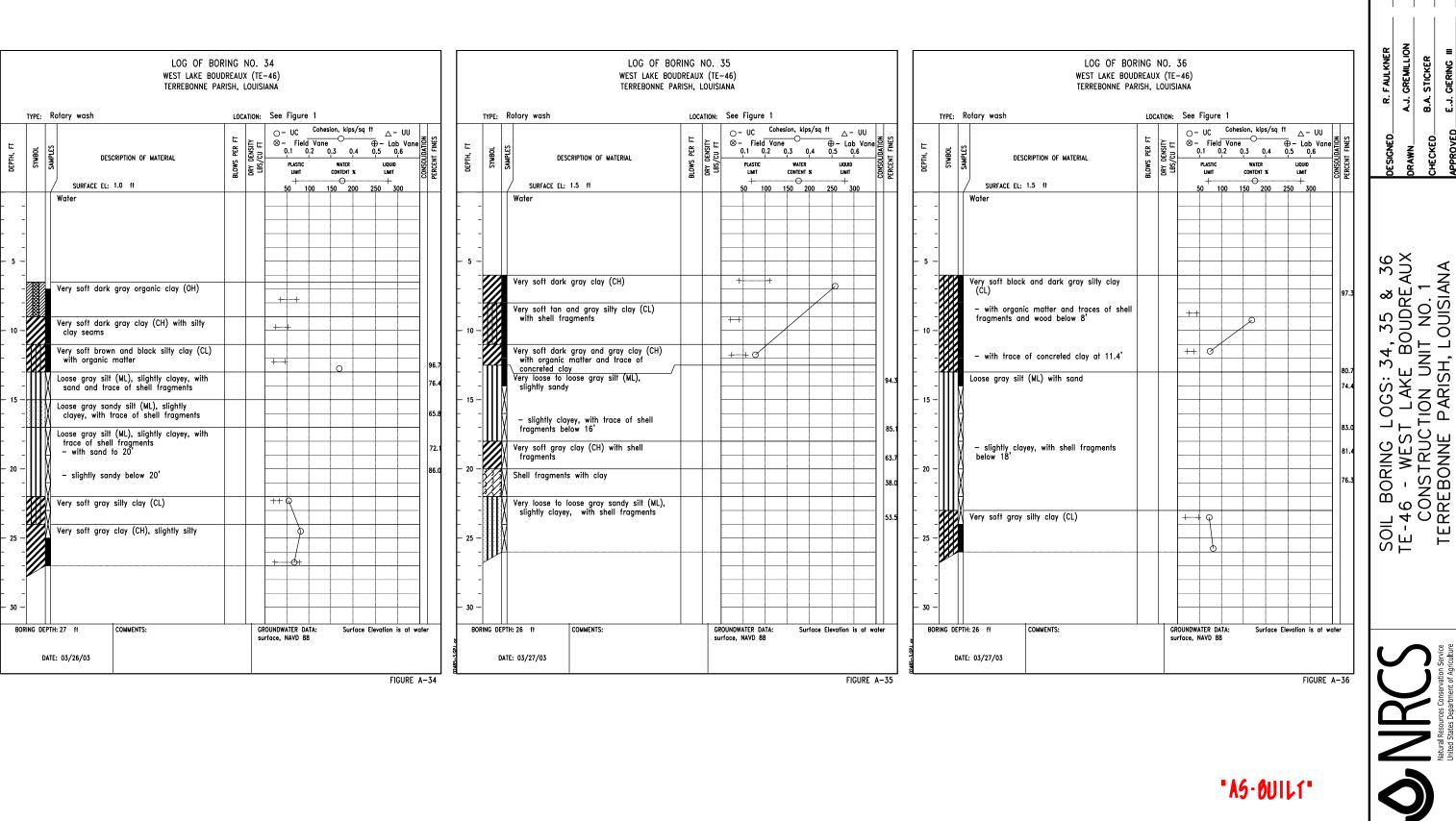
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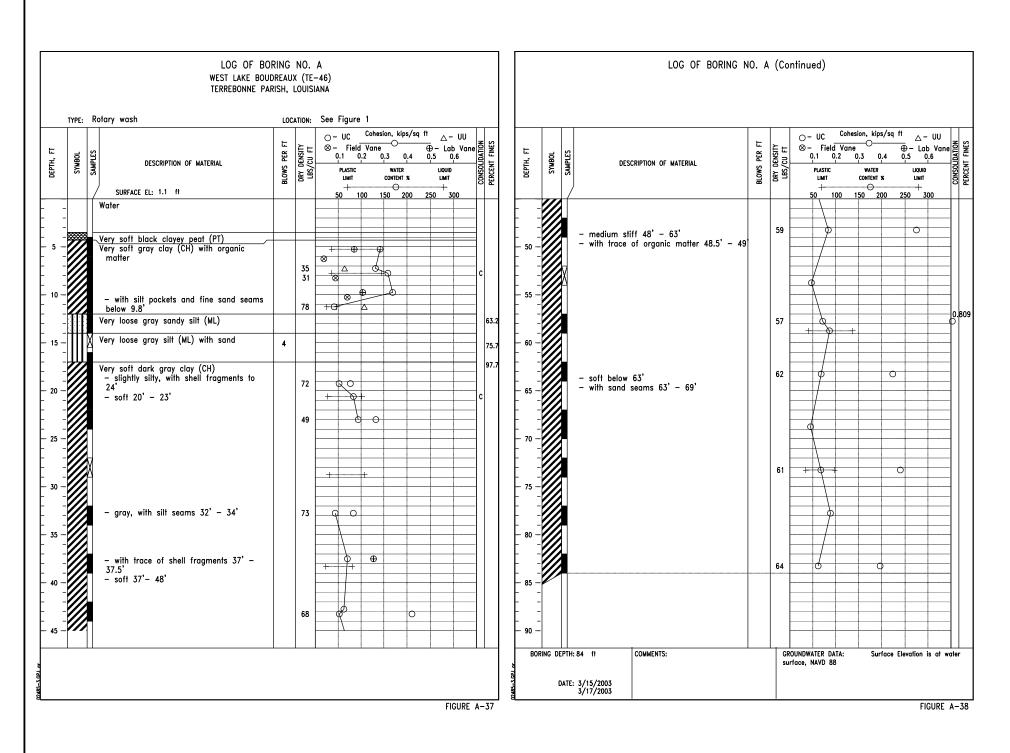
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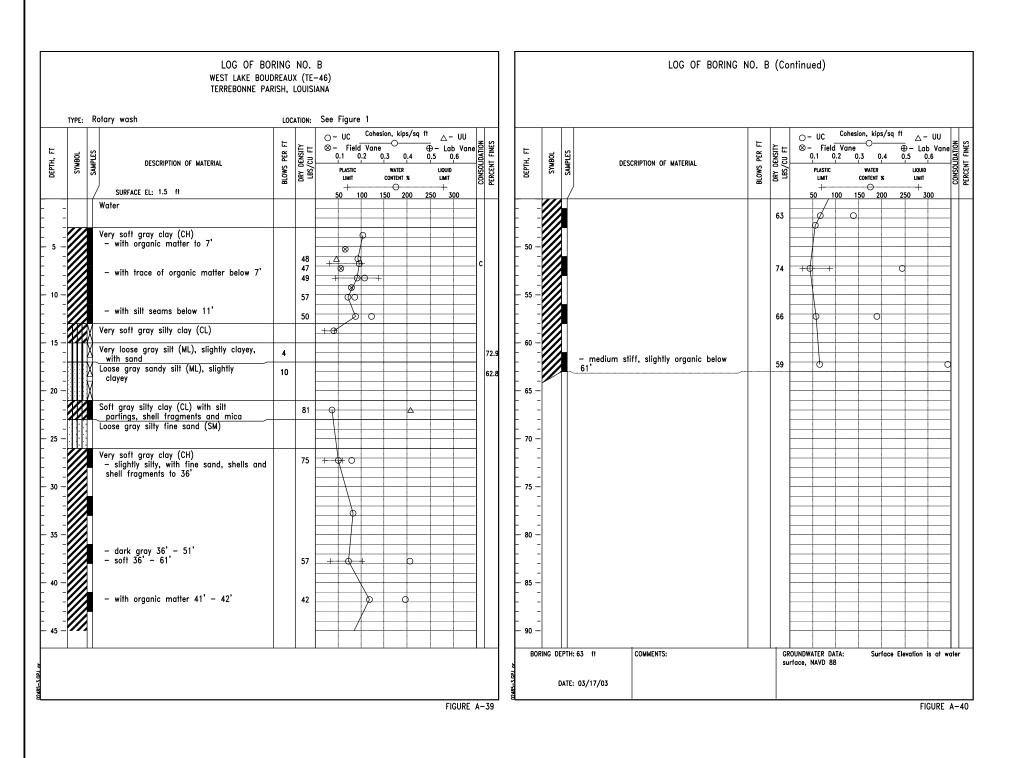
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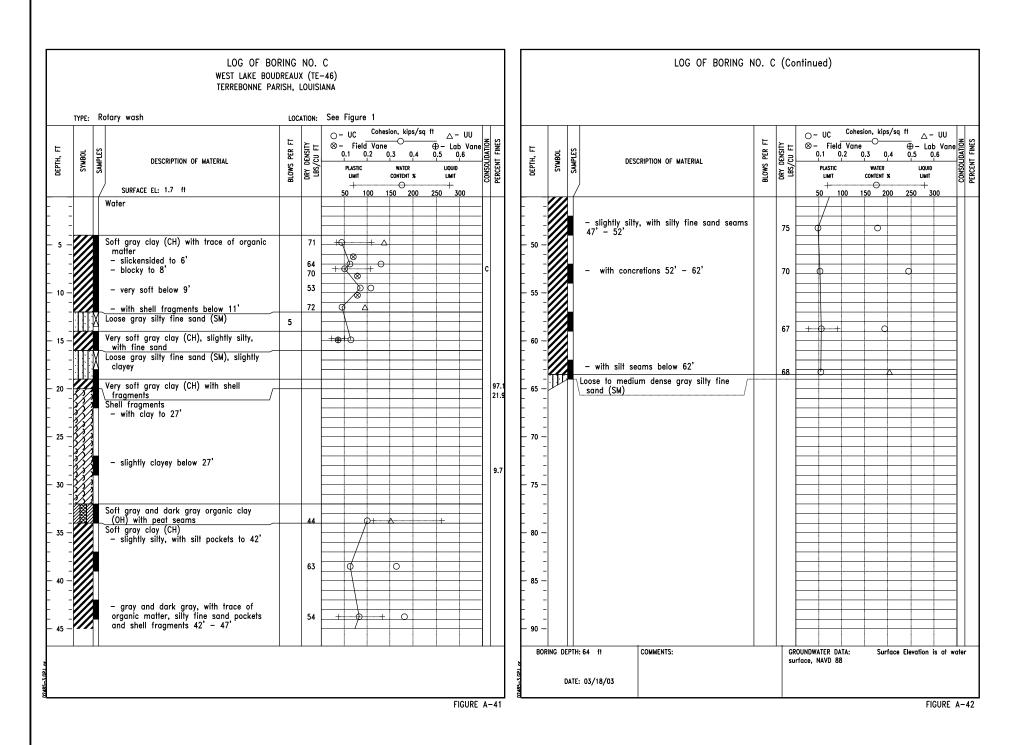
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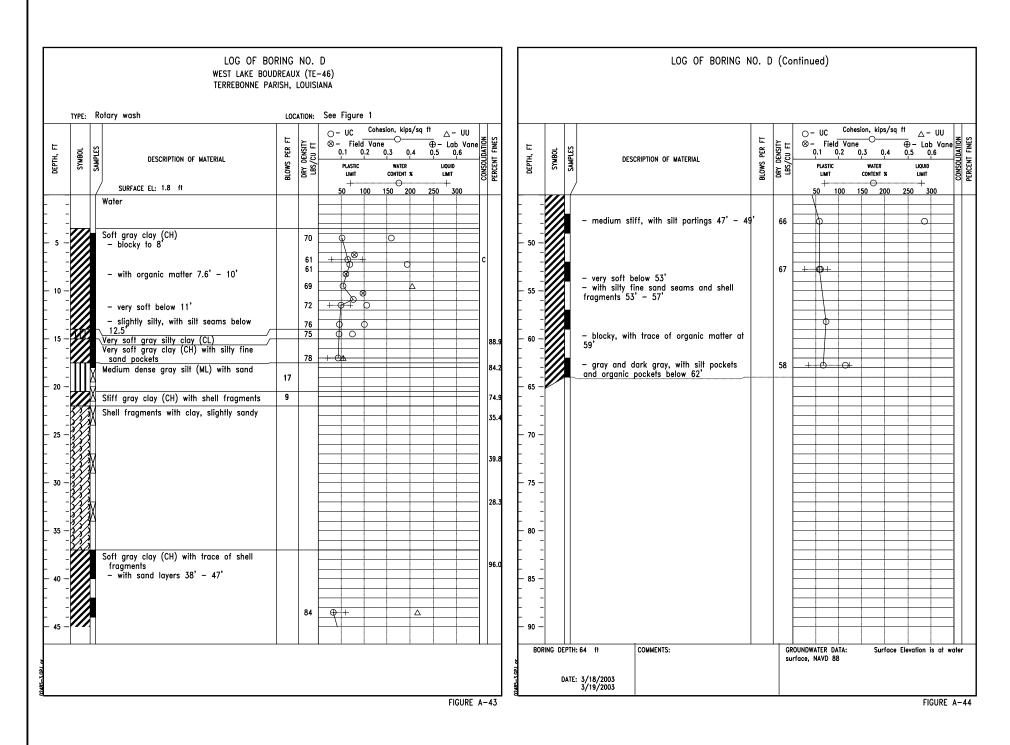
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LOG OF BORING NO. E WEST LAKE BOUDREAUX (TE-46) TERREBONNE PARISH, LOUISIANA TYPE: Rotary wash LOCATION: See Figure 1 O- UC Cohesion, kips/sq ft ⊗ - Field Vane ⊕ - Lab Vane 0.1 0.2 0.3 0.4 0.5 0.6 DEPTH, FT SYMBOL SAMPLES DEPTH, DESCRIPTION OF MATERIAL Surface EL: 0.7 Water Soft gray clay (CH), blocky with silt progranic r PLASTIC LIMIT WATER CONTENT % LIQUID LIMIT 100 150 200 250 300 0 with silt pockets and seams and organic matter below 7' 72 77 Loose gray silty fine sand (SM) - slightly clayey below 12 - medium dense 14' - 16' 15 — 30 - dense 16' - 25.5' 35 47 - 20 -38 25 — - very dense below 25.5' 57 Soft gray clay (CH) — slickensided to 32' $++\phi+$ - with shell fragments to 37' - dark gray, with silt pockets 35' - 37' 66 + + + Medium dense gray clayey fine sand (SC) with clay seams and shell 85 | + NP Δ DATE: 03/24/03

LOG OF BORING NO. E (Continued) O- UC Cohesion, kips/sq ff △- UU BLOWS PER FT DRY DENSITY LBS/CU FT ⊗- Field Vane ⊕- Lab Vane 0.1 0.2 0.3 0.4 0.5 0.6 DESCRIPTION OF MATERIAL PLASTIC LIMIT 100 150 200 250 300 Very soft gray clay (CH) - with silt seams and pockets to 52' - soft 50' - 52' - with trace of organic matter 52' - 60' gray and dark gray, with silt pockets, shell fragments and organic matter 60' 65' - soft, with concretions and silty fine sand seams 65' - 70' medium stiff below 70'with silt partings 70' - 80' - blocky below 80' 81 0 GROUNDWATER DATA: surface, NAVD 88 BORING DEPTH: 82 ft COMMENTS: Surface Elevation is at water

LEGEND

155 55 55 55 55 55 55 55 55 55 55 55 55	SM	SILTY SAND. SAND-SILT MIXTURE
	SC	CLAYEY SAND- SAND-CLAY MIXTURE
	ML	SILT WITH LITTLE OR NO PLASTICITY
	ML	CLAYEY SILT. SILT WITH SLIGHT TO MEDIUM PLASTICITY
BARRES BA	ML	SANDY SILT
	CL	SILTY CLAY. LOW TO MEDIUM PLASTICITY
	CL	SANDY CLAY. LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	СН	CLAY. HIGH PLASTICITY
	ОН	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY
	PT	PEAT. HUMUS. SWAMP SOIL
		SHELL FRAGMENTS WITH CLAY

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R. FAULKNER

STICKER

A.J.

BH #	NORTH I NG	EASTING	BH DEPTH	MODEL PT.
1	338015.85	3489986.30	33	2974
2	337424.40	3489806.35	34	2975
A	336862.42	3489060.91	84	2987
6	335642.93	3487748.10	33	2979
В	335336.33	3487252.32	63	2988
7	334614.32	3487427.19	34	2980
С	334107.54	3487715.74	64	2989
10	332773.09	3487773.60	34	2983
D	332140.16	3487737.46	64	2990
12	331281.84	3488117.05	33	2985
Ε	330630.40	3488774.45	82	2991
13	329104.89	3488925.73	33	2986
3	337454.26	3487216.37	31	2976
4	336627.33	3487809.23	32	2977

8н #	NOR TH I NG	EASTING	BH DEPTH	MODEL PT.
5	335948.19	3486506.67	33	2978
8	334757.83	3486489.77	31	2981
9	334190.08	3487170.02	30	2982
11	332329.45	3487151.98	30	2984
14	333487.19	3493811.12	26	3422
15	333600.19	3491811.12	26	3423
16	331616.19	3490981.12	26	3424
17	331690.19	3492985.12	26	3425
18	333600.19	3492478.12	26	3426
19	333600.19	3493145.12	26	3427
20	334100.19	3492811.12	26	3429
21	332600.19	3491811.12	26	3430
22	332487.19	3493811.12	26	3431
23	337716.19	3491081.12	26	1675

FIGURE A-45

BH #	NORTH I NG	EASTING	BH DEPTH	MODEL PT.
24	334216.19	3491081.12	26	1682
25	330716.19	3491081.12	26	1683
26	338216.19	3492081.12	26	1678
27	335883.19	3492081.12	26	1679
28	333550.19	3492081.12	26	1680
29	331217.19	3492081.12	27	1681
30	337716.19	3493081.12	25	1677
31	334216.19	3493081.12	26	1684
32	330716.19	3493081.12	27	1685
33	331616.19	3491648.12	26	3432
34	331616.19	3492315.12	27	3433
35	332600.19	3492478.12	26	3434
36	332600.19	3493145.12	26	3435

FIGURE A-46

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ATTACHMENT V

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

PROJECT PERMITS & PERMIT AMEMDMENTS



United States Department of the Interior

FISH AND WILDLIFE SERVICE

646 Cajundome Blvd. Suite 400 Lafayette, Louisiana 70506

November 7, 2005

Jim Rives, Acting Administrator Louisiana Department of Natural Resources Coastal Management Division P.O. Box 44487 Baton Rouge, Louisiana 70804

Dear Mr. Rives:

The U.S. Fish and Wildlife Service hereby requests a Consistency Determination from the Louisiana Coastal Resources Program for implementation of the West Lake Boudreaux Shoreline Protection and Marsh Creation Project. That project was approved for funding by the Louisiana Coastal Conservation and Restoration Task Force (Task Force) in January 2002, as part of the 11th Priority Project List. As the lead Federal agency, the Service, along with the Louisiana Department of Natural Resources-Coastal Restoration Division, intends to request construction funds from the Task Force in January 2006, and begin construction in August 2006. The Service has reviewed all project features pursuant to NOAA Regulations at 33 CFR 930 Subpart C, and we have determined that they comply with Louisiana's approved coastal management program and will be conducted in a manner consistent with the Louisiana Coastal Resources Program.

We have enclosed a project description and a U.S. Army Corps of Engineers Permit Application for the proposed project features. Please forward a copy of the permit application to the U.S. Army Corps of Engineers-New Orleans District for processing of a Clean Water Act (Section 404) Department of Army Permit. Please forward an additional copy to the Louisiana Department of Environmental Quality for a water quality certification review. If you have any questions or comments regarding this project, please contact Robert Dubois of this office at (337) 291-3127.

Sincerely,

Russell C. Watson

Supervisor

Louisiana Field Office

Enclosures

cc: Ralph Libersat, LA Dept. of Natural Resources (CRD), Baton Rouge, LA



Louisiana Department of Natural Resources Coastal Management Division (CMD)

Telephone: 1-800-267-4019

Website: www.dnr.state,la.us/crm/coastmgt/cup/cup.ssi



U.S. Army Corps of Engineers (COE) **New Orleans District**

Telephone: 504-862-2766

Website: www.mvn.usace.army.mil/ops/regulatory

Joint Permit Application

For Work Within the Louisiana Coastal Zone

What is the purpose of the Joint Permit Application?

This Joint Permit Application was developed to facilitate the state and federal permit application process administered by the Louisiana Department of Natural Resources/Coastal Management Division (CMD) and the U.S. Army Corps of Engineers (COE) for work within the Louisiana Coastal Zone.

To simplify the permit application process, the Joint Permit Application is a multi-purpose application. It may be used to apply for a Coastal Use Permit (CUP) and/or a Department of the Army Permit under Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. This application may also be used to apply for a Solicitation of Views (SOV) or a CMD Request for Determination (RFD). Review the instructions below, then proceed to Step 1.

Instructions

There are two parts to the Joint Permit Application package:

How do I complete the Joint Permit Application?

1. Joint Permit Application, and

2. Maps and Drawings.

each Step.

- An accurate/complete application is required for processing; inaccurate/missing information may delay processing. Follow the instructions below to complete the application. Specific instructions are provided with
 - Type or print clearly using black or blue ink;
 - Steps 1 through 16 must be completed; write "N/A" if information does not apply to your proposed project. It is not necessary to write "N/A" on the Steps that you have been asked to skip;
- Although you may not be required to complete each Step, it is important to check the box at the end of each Step to track your progress and ensure that no Step has been overlooked.
- When additional space is needed, include an 81/2 x 11 sheet of paper identifying the Step number.

When you have questions or need assistance in completing the application package:

- Refer to the "Glossary of Terms" (See page 10.);
- Refer to "Frequently Asked Questions" (See page 12.);
- Contact the Coastal Management Division at 1-800-267-4019 or 225-342-7591; or
- Contact your local coastal parish program (See page 11.).

Check th	is boy w	hen vot	ı have	read	fhe
ınstructı	ons, the	п ргосе	ed to S	tep 1	NA E

Complete the following information about the applicant.

Who is the applicant for the proposed project?

Note. Applicants may be either the landovner, person or company that is responsible for the proposed project

-	_	 	· ~bbineniie;

Applicant/Company

U.S. Fish and Wildlife Service-Russell C. Watson Supervisor Lafayette Field Office Individual Person or Corporation/Company

Mailing Address:

646 Cajundome Blvd., Suite 400

Street Address or P.O. Box

Lafavoire City

Louisiana

State

Unit/Apartment# 70502 Zip

Contact Information:

Russell C. Wetson

russell_watson@iws.gov_

Name of Contact Person (not the agent) E-Mail Address

(_337__)__291-3116_ Area Code Daytime Telephone Number

_337___)_291-3139_ Area Code Fax Number

Check this box when you have completed Step 1; then proceed to Step 2

brinned Office Use Party: 3:

Continue to page 2 for Step 2.

Joint Permit Application Continued (page 2 of 12) Step 2 of 16 Is an agent being used for the proposed project? M NO (If NO, proceed to Step 3.) Is an agent being (If YES, complete the following information.) used for the proposed -Agent Company Name: project? Corporation/Company Note An agent is not required: Mailing Address: Street Address or P.O. Box Unit/Apartment # City Zip Contact Information: Name of Contact Person E-Mail Address Area Code Daylime Telephone Number Area Code Fax Number Check this box when you have completed Step 2, then proceed to Step 3 Step 3 of 16 Check ☑ the appropriate box(es) to indicate the type of permit or action that you would like to request. ☑ Coastal Use Permit (CUP), Clean Water Act Permit (Section 404), Rivers and Harbors Act (Section 10) What type of The purpose of the CUP is to ensure that any activity affecting the Coastal Zone is completed in a manner that is consistent with the permit or action Louisiana Coastal Resource Program. would you like to request? The purpose of the Department of the Army permit program under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act is to review and evaluate proposals for dredging, filling, and/or placement of structures in waterways and wetlands in Note: You may order to determine whether a permit should be granted or denied based on expected impacts to the overall public interest. need the approval Solicitation of Views (SOV) of other federal If you wish to find out if your project is in the Coastal Zone or if you wish to determine if there are special features of the area that may state or local: impact your project design or the length of time it might take to obtain a permit, you may request a SOV. No application fee is agencies for your . project assessed for SOV requests. The following Steps must be completed to obtain an informal determination. Step 1, Step 2, Step 6, Step 14, Step 16; and Step 13 - (Vicinity plat showing project location and extent is required; cross section and plan views are useful, if available.) Note: For questions Request for Determination (RFD) - CMD only concerning the If you wish to obtain a formal determination as to whether or not a CUP would be required for a particular activity, you may submit a CUF, SOV or RFD RFD. The appropriate application fee will be assessed for RFD requests. The following Steps must be completed to obtain a RFD. call CMD at. Step 1, Step 2, Step 5, Step 6, Step 8, Step 10, Step 14, Step 16; and; • 1-800-267-4012 Step 13 - (Vicinity plat showing project location and extent is required; cross section and plan views are useful, if available.) or ' • 225-342-7591 Check this box when you have completed Step 3; then proceed to Step 4. Step 4 of 16 Have you participated in a Pre-Application or Geological Review Meeting for the proposed project? NO. (If NO, proceed to Step 4b.) Have you YES (If YES, complete the following information.) participated in a Pre-Application Date meeting was held: ___/_ or Geological Review Meeting Attendees: or obtained a Individual or Company Representative CMD Representative COE Representative wetland. determination? Have you obtained an official wetland determination from the COE for the project site? NO. (If NO, proceed to Step 4c.) Note: To schedule

a Pre-Applicación and/er a Geological Review Meeting, call CMD at 1-300-267-4019

Note Try apply for a wedlend determination, cell the COE at 504-862-1627

(If YES, include a copy with this application.)

Is this application a mitigation plan for another CUP?

Z NO (If NO, proceed to Step 5.) YES (If YES, identify the permit number of the project requiring mitigation.)

Permit Number:

Check this box when you have completed Step 4, then proceed to Step 5

Continue to page 3 for Step 5.



Louisiana Department of Natural Resources Coastal Management Division (CMD) Telephone: 1-800-267-4019 Website: www.dnr.state.la.us/crm/coastmgt/cup/cup.ssl



U.S. Army Corps of Engineers (COE) New Orleans District Telephone: 504-862-2766 Website: www.mvn.usace.army.mil/ops/regulatory

Joint Permit Application Continued (page 3 of 12

Step 5 of 16 What permits/ certifications have you previously requested for the proposed project? Note: Additional sheets may be required for agency name, permit number and	a. Is this application a change to an existing permit? NO (If NO, proceed to Step 5b.) YES (If YES, identify the existing permit number.) Permit Number:					
	b. Have you previously applied for a permit or emergency applied? NO (If NO, proceed to Step 6.) YES (If YES, complete the following information for Agency Name Permit Number	the proposed p			he proposed Decision Date	
	CMD	Approve	d Denied	Pending		
atus information		- CJ				
	COE					
	Other		17			
		-	M Check	this pox wher	you have completed	
ep 6 of 16	Complete the following information to identify the exact local	tion of the over	Step 5:	then proceed	I to Step 6	
nere will the	a. Physical Location: Terrebonne		posea pro	oject.		
proposed project be located? Note: The following websites may provide assistance in completing the	Pansn	City	26		Zip	
	Street Address (If known)				مندو موجود المحادة	
	b. Latitude and Longitude: Must be included in Latitude: 29 25 Minutes Minutes	<u>OIN</u> Seconds	.ongitude:9		HI OOW_ nutes Seconds	
ode/liongitude I directions anns on CMD ebsite	c: Section, Township, Range: (if available)	ownship#(Specif)	North or Co.	4) 5		
lapQuest com opozone com		ownship # (Specify			(Specify East or West.) (Specify East or West.)	
	d. Lot #, Tract #, Parcel # or Subdivision Name: (If known)					
	Lot#	P	arcel#	<u> </u>		
	Tract #	<u>s</u>	ubdivision Na	me		
e Directions Include the	e. Site Directions: Directions to the proposed project site must Example: START - I-10 toward Baton Rouge. Exit #153 toward Port Al	be identified in	order to p	Process the	application.	
wing earest town/city ghways	Example: START - I-10 toward Baton Rouge. Exit #153 toward Port Alien. US-190 West/LA-1 North ramp. RIGHT onto LA-987 1/Bridge Side Road. RIGHT onto LA-986/North River Road to Popular Grove Plantation directly behind guest parking lot in rear END From No. Take Hung 90 w to House. exit LA Hung 245 to Hung 575. At an Annual Control of the Control					
tersections	From N.a take Hwy 90 w to Houma, exit LA Huy. 245 to Hwy 575. At end of Hwy 57 is Boot Laure By boot, South on grand Caillow to Bagow Dichae (E) which to Lake Quitman. North through Lake					
treet names andmarks tart/end point	Quitmen to LK Boudseaux , North West Bank	**************************************	Ke Wuit	man . No	oth though Lake	
		•]	Check the	s box when s	ou have completed	

Continue to page 4 for Step 7.

AND STREET OF STREET	Complete the following information to notify adjacent landowners whose property adjoins the proposed project								
Who are the adjacent landowners?	Site. Adjacent Landowner #1:		ndowner Listings		<u>.</u>				
Note: Adjacent	Mailing Address:	Address							
landowner Information is				Unit/Apartment#					
usually available through the office o	f:	City	Parish	State Zip					
the tax assessor in the parish where the project is to be developed. Note: Additional information may be included in the area	Adjacent Landowner #2: Mailing Address:	Name of Adjacent Landowner Street Address or P.O. Box	1	Unit/Apartment#					
		City	Parish	State Zip	· .				
provided on page 12. Also, extra sheets may be required if there are more than eight adjacent	Adjacent Landowner #3: Mailing Address:	Name of Adjacent Landowner Street Address or P.O. Box		Unit/Apartment #					
landowners.			C. A . The last war Among Administration appropriate	Unit/Apartment#					
		City	Parish	State Zip					
	Adjacent Landowner #4: Mailing Address:	Name of Adjacent Landowner Street Address or P.O. Box City		Unit/Apartment#					
			☐ Check th	State Zip his box when you have compi then proceed to Step 8	eted				
Step 8 of 16	Complete the following info	rmation to identify the purpos	e and need for the propose	d project.					
What is the	The same to to the state of the	and harden	a. Project Name and/or Title: Nest Lake Budgeaux shoreline Protection & march Creation Project CWPFRA - TE- 46						
urpose of the	a. Project Name and/or Ti	tle: West Lake Budon			ුණ්				
urpose of the roposed	a. Project Name and/or Ti	tle: West Lake Budon	accus shouling Protection	* march Creation Proj	දුන්				
ourpose of the proposed project?	a. Project Name and/or Ti C → PF → T b. Project Type: (Check ☑ Non-Residential Residential	tle: Nest Lake Production of the Appropriate box. See the "Gloss	sary" on page 10 for the definition	s of terms.)	<u>e</u> é				
ore: We are quired to review e justifications and pleating affection the time of optication may update processing	a. Project Name and/or Ti C PP A TI b. Project Type: (Check ☑ Non-Residential □ Residential □ Residential □ Bridge/Road □ Bulkhead/Fill □ Drainage improvemen □ Drill barge/Structure □ Drill site	the: Next Lake Production the appropriate box. See the "Gloss box(es) to identify what will I Home site/Driveway Levee construction Maintenance dredging Other structures Pilings	sary" on page 10 for the definition	roject. Rip rap/Erosion or Site clearance	ontro				
oute We are squired to review e justifications and eeds for your oject. Providing stalled information the time of optication may repetite processing your proposal.	b. Project Name and/or Ti C PP P P TI b. Project Type: (Check Non-Residential Residential Residential C. Check the appropriate Bridge/Road Bulkhead/Fill Drainage improvemen Drill barge/Structure Drill site Other (Please specify.) d. Why is the proposed procedure the Guntary	the: Next Lake Rudges the appropriate box. See the "Gloss a box(es) to identify what will I Home site/Driveway Levee construction Maintenance dredging Other structures Pilings CWPRA dedicated piect needed?	sary" on page 10 for the definition De done for the proposed properties Pipeline/Flow line Production barge/Struct Prop washing Remove structures	roject. Rip rap/Erosion of Site clearance cure Subdivision Vegetative plantin Wharf/Pier/Boatho	ontro gs ouse				
What is the surpose of the purpose of the proposed project? Oute: We are sequired to review equired to review equired to review equired to review equired information the time of optication may repetite processing your proposal. Oute, Additional leasts may be equired to explain the proposed oped is needed.	b. Project Type: (Check Down Non-Residential Residential Residential Residential Drill barge/Structure Drill site Other (Please specify.)	the: Next Lake Rudges the appropriate box. See the "Gloss a box(es) to identify what will I Home site/Driveway Levee construction Maintenance dredging Other structures Pilings CWPRA dedicated piect needed?	sary" on page 10 for the definition De done for the proposed properties Pipeline/Flow line Plug/Abandon Production barge/Struct Prop washing Remove structures Accelering project	roject. Rip rap/Erosion of Site clearance cure Subdivision Vegetative plantin Wharf/Pier/Boatho	ontro gs ouse				



Louislana Department of Natural Resources Coastal Management Division (CMD) Telephone: 1-800-267-4019 Website: www.dnr.state.la.us/orm/coastmgt/cup/cup.ssi



U.S. Army Corps of Engineers (COE) New Orleans District Telephone: 504-862-2766 Website: www.mvn.usace.army.mil/ops/regulatory

Joint Permit Application Continued (page 5 of 12)

Step 9 of 16	Complete the following information to indicate the start/end dates and the current status of the proposed project.
What is the status of the proposed	a. Proposed project start date: 8 / 1 / 2006 Proposed project completion date: 1/ / 1 / 200
project? Note: Snow and identify planned, in progress,	b. Is any of the project work in progress? NO (If NO, proceed to Step 9c.) YES (If YES, show and identify the work in progress on the Plan View and Cross Section Drawings.)
completed work and dimensions for excavations and fill on the Plan View and Cross Section Drawings	c. is any of the project work complete? NO (If NO, proceed to Step 10.) YES (If YES, show and identify the work completed on the Plan View and Cross Section Drawings.)
	Check this box when you have completed Step 9; then proceed to Step 10.
Step 10 of 16	Complete the following information to describe structures, materials and methods for the proposed project.
How would you describe the proposed project?	a. Excavations: (Check ☑ the appropriate box(es) and indicate excavations in cubic yards and acres using the formulas below.) Cubic yards are determined by using this formula. (Length (ft.) X Width (ft.) X Depth (ft.) divided by 27 = Cubic Yards)
Note To apply for a wedland determination, cell the COE at 504-862-1627.	Example: 25 ft. X 25 ft. X 5 ft. divided by 27 = 115.7 Cubic Yards Acres are determined by using this formula. (Length (ft.) X Width (ft.) divided by 43,560 = Acres) Example: 250 ft. X 250 ft. divided by 43,560 = 1.43 Acres
Note: Information provided in this Step must be	Vegetated Waterbottoms - Cubic Yards Acres Wetlands - 17,000 3 Cubic Yards Acres
consistent with Maps and Drawings	Non-Vegetated Waterbottoms - 2 milion 93 Non-Wet Areas - Cubic Yards Acres
	b. Fill Areas: (Check Ø the appropriate box(es) and indicate fill areas in cubic yards and acres using the formulas in Step 10a.)
	Vegetated Waterbottoms - Cubic Yards Acres Wetlands - Infilian Cubic Yards Acres
	Non-Vegetated Waterbottoms - Imilion 200 Non-Wet Areas - Cubic Yards Acres
	c. What fill materials will be used for the proposed project? (Check Ø the appropriate box(es) and indicate the cubic yards for each type of fill material.)
	Cubic Yards Rock (rip/rap) Cubic Yards
	Crushed stone or gravel Cubic Yards Cubic Yards Cubic Yards
	✓ Native material (clay, mud, soil) Amilian Cubic Yards Cubic Yards Cubic Yards
	Other (Please specify.)
	Cubic Yards

Continue to page 6 for more of Step 10.

Joint Permit Application Continued (page 6 of 12)

Count & Castl		Tipine action Continued (page 6	of 12)	
Step 10 of 16 continued	d.	What equipment will be used for	the proposed project? (Check &	If the appropriate box(es).)
How would you	g ·	Airboat	Bulldozer/Grader	☑Marsh buggy
describe the		Backhoe	☐ Dragline/Excavator	Other tracked or wheeled vehicles
proposed project?	d	Barge mounted bucket dredge	T Handjet	Self propelled pipe laying barge
Note Fo: any		Barge mounted drilling rig	Land based drilling rig	Tugboat
aquipment used show the access	ļ.	Other (Please specify.)	adic Predge	
route and				
construction right of way on the Maps				
and Drawings				Check this box when you have completed Step 10, then proceed to Step 11.
Step 11 of 16	a.	What alternative locations, metho	ds and access routes were con	sidered to avoid impact to wetlands and/or
What impact will the proposed	: ·.	waterbottoms?		
project have?		. N/A		
Note You will be		AMBINITIAN CO.		
notified by CMD if a field investigation is			· 4	
required to determine in the	5			
proposed project		7 Benta - Luc a Salandarangan, W. J. et .	· · · · · · · · · · · · · · · · · · ·	
wetlands	_			-
Note Additional sheats may be required to	b.	What efforts were made to minimize	ze impact to wetlands and/or w	aterbottoms?
edequately respond		Material dredged from LK Board	leas will be used beitight	to create 284 acres of Wellands.
to 1 ia and/or 11b		This motorial will be placed in	shallow open water and f	ingmented movel. Forrow site within
Note: Providing detailed information		Lake Boudresex will be drait	ged to -20 of NAVDUE as	ad cover a large area to avoid
at the time of application may		anotic conditions.		
expedite pionessing of your proposal			. a Welliam of the Board State of the State	
				Check this box when you have completed Step 11, then proceed to Step 12.
Step 12 of 16	a.	Are you applying for a Coastal Use NO (If NO, proceed to Step		
What are the requirements for		YES (If YES, read the followi	ng information.)	
notification of landowners of		Requirements for Notification of La	andowners.	
the proposed		It is the responsibility of the applicant t	o notify the landowner(s) of the pro-	operty about this proposed project. Notification
project site?		must include providing each impacted application is submitted to the Coasta	I landowner with a conv of the nei	mit application (form and plats) at the time the
Note: CMD and COE both have				
mitigation requirements under		as a proactive measure	lu illitiate communiciation hetween	are of proposals which might impact their land, the applicant and the landowner(s), especially
different laws, rules		men megadon migni be necessary.	Since mitigation can be a length	IV Drocess faking proactive etone party in the
and regulations therefore, specific		process may significantly reduce the	ume necessary to receive an auth	nonzation.
agency requirements may				
very				

Continue to page 7 for more of Step 12.





U.S. Army Corps of Engineers (COE) New Orleans District Telephone: 504-862-2766 Website: www.mvn.usace.army.mil/ops/regulatory

Joint Permit Application Continued (page 7 of 12)

CONTRACTOR OF THE						
Step 12 of 16	b. Are you the sole own	ner of the property	on which the proposed activity	is to occur?		
continued	YES (If YES,	proceed to Step 13.)	,	10 10 00001		
What are the		llow the instructions				
The state of the s			•			
requirements for notification of	Check ☑ the approp	riate box(es) and c	omplete the landowner informa	ation to attest to CMD that a copy of		
	this application has l	een sent to all lan	downers whose property will b	a impacted by the project		
landowners of	this application has been sent to all landowners whose property will be impacted by the project.					
the proposed	The applicant is an owner of the property on which the proposed described activity is to occur.					
project site?	The applicant h	as made every reas	onable effort to determine the ide	math. and a constant		
Note: If a property	owner(s) of the	land on which the n	roposed described entirity is to a	ccur, which included, if necessary, a		
has mutiple owners.						
with undivided	in the property to to occur.					
interest in the	The applicant hereby attests that a copy of the application has been distributed to the following landowners.					
property, each				taring ta		
person owning an	Landowner #1:					
interest is	Landowner #1:	Name of Landowner				
considered to be a		Hame of Candowner				
landowner and	84-91 A 4 1					
must be notified	Mailing Address:					
		Street Address or P.0	O. Box	Unit/Apartment#		
Note Additional	•	City	Total Officer			
sheets may be		City	Parish State	Zip		
required if there are						
nore than two	Landowner #2:					
landowners	Editaowilei #2.	Name of Landowner				
		The story of Edition (1)				
	Mailing Address.					
	Mailing Address:	Charles and a second				
		Street Address or P.C). Box	Unit/Apartment #		
		City	Parish State			
	<u> </u>	5.13	raiisii State	Zip		
Note:	c. Does the proposed ac	tivity present pote	ntial impacts to vegetated wetla	ands?		
Compensatory	II NO, pro	ceed to Step 13.)				
mitigation is not a monetary	YES (If YES, re	ad the information b	elow; submit the Landowner Cor	npensatory Mitigation Request/Waiver.)		
settlement to be	MOT SURE (If i	NOT SURE, read the	e information below: submit the !	andowner Company stem Military		
used at the	INOT SURE (If NOT SURE, read the information below; submit the Landowner Compensatory Mitigation Request/Waiver.)					
discretion of the		,,				
endowner(s).	Landowner Rights					
	 The affected land 	owner(s) whose pro	perty may be impacted by the pr	oposed project has(have) the option of		
	requesting that c	ompensatory mitiga	tion be done on their property.	- Project Hackhardy the option of		
Note: A copy of the						
Landowner Compensatory	Once CMD determines that mitigation is required, they will notify the applicant and all affected landowners of the extent and time of bability invested.					
Mitigation Request/	the extent and type of habitat impacted. The landowner(s) will be given (30) thirty days to formally request or waive their mitigation option. (This can cause substantial delays in processing of the application.)					
Valver' form is	waive their mitiga	ition option. (This ca	an cause substantial delays in pro	cessing of the application.)		
ncluded with this	Applicant Responsibil	ities				
application To	 Coordinate with the 	ne affected landown	er(s) to develop a conceptual cor	npensatory mitigation plan. This plan		
btein additional	should be design	ed to offset the adv	erse impacts to vegetated wetland	is which will occur from the proposed		
opies, visit the	project. (This car	n also cause substa	ntial delays in processing of the a	as which will occur from the proposed		
CMD website or						
all .	lo avoid delays, i	t is recommended the	nat, prior to sending the application	on to CMD, you contact affected		
#-300-267-4079	 To avoid delays, it is recommended that, prior to sending the application to CMD, you contact affected landowner(s) to: 					
0	 Inform them of possible wetland impacts and discuss their compensatory mitigation rights; and 					
225-342-7501	 Ask them t 	o indicate their inter	tions renewling company	identification and		
			ntions regarding compensatory m			
	 Submit the Lando 	wner Compensator	/ Mitigation Request/Waiver form	along with your application		
				application.		
			: [Check this box when you have completed		
			100	Step 12; then proceed to Step 13.		

Continue to page 8 for Step 13.

Joint Permit Application Continued (page 8 of 12)

Step 13 of 16

Why are Maps and Drawings required to obtain a permit?

Note: The following websites may provide assistance in completing the Vicinity Map.

- Sonris on CMD website
- MapQuesi com.
- . Tupozone com

Note for additional assistance with specific requirements, refer to the samples provided in this application package.



Quality Maps and Drawings are required to process the Joint Permit Application and for Public Notice.

They must visually reflect what will be done in the proposed project and are key to the overall evaluation.

The following Maps and Drawings must be submitted with the Joint Permit Application and must show both existing and proposed conditions.

- Vicinity Map Illustrates the location of the proposed project relative to surrounding areas;
- Plan View Drawing Illustrates an overhead view of the proposed project; and
- Cross Section Drawing Illustrates a side view of the proposed project.

In general, all Maps and Drawings should be:

- Legible and clearly labeled on single sided 8½ x 11 size paper; (large drawings that are reduced in size to fit the 8½ x 11 format are not acceptable if the scale is no longer accurate and if the dimensions and details are not clear and easy to read after reproduction in the Public Notice);
- Drawn to scale with the scale identified on each drawing; (if you cannot provide Maps and Drawings to scale, you may submit the dimensions of the proposed and existing features of the work area displayed);
- Black and white ONLY (Colored Maps and Drawings will NOT be accepted);
- · Accurate and reproducible;
- · Placement of the north arrow, title, legend and scale bar must be consistent on Maps and Drawings; and
- Information provided in Steps 1 through 12 must be consistent with the Maps and Drawings.

Inadequate or poor Maps and Drawings are the primary reason for delays in the permitting process. Sample Maps and Drawings are provided with this Joint Permit Application package for your assistance.

Check this box when you have completed Step 13, then proceed to Step 14.

Step 14 of 16

Who needs to certify and sign this application?

Note The application must be signed and dated by the applicant who desires to undertake the proposed activity.

Note I an agent is being used, the applicant and agent must sign and date this application Read the following information. Print your name, sign and date to certify this application for processing.

- Application is hereby made for a permit or permits to authorize the work described in this application.
- To the best of my knowledge the proposed activity described in this permit application complies with and will be conducted in a manner that is consistent with the Louisiana Coastal Management Program.
- I certify that the information in this application is complete and accurate.
- If applicable, I also certify that the declarations in Step 12, notification to landowner(s), are complete and accurate.
- I will abide by the conditions of the permit or license if issued and will not begin work without the appropriate authorization.
- Permission is granted to the agencies responsible for authorization of this work, or their duly authorized representative, to enter the property site during working hours for inspection purposes.
- If applicable, I authorize the agent identified in Step 2 to act in my behalf as agent for this application and the agent will furnish, upon request, information in support of this application.

Russell C. Walson (USFIDS)
Clearly Print Name of Applicant

Applicant Signature

 As the agent, I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Clearly Print Name of Authorized Agent

Authorized Agent Signature

Date

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or disgulses a material fact or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

Check this box when you have completed. Step 14, then proceed to Step 15.

Continue to page 9 for Step 15.

Final Page 8 of 12





U.S. Army Corps of Engineers (COE) New Orleans District Telephone: 504-862-2766 Website: www.mvn.usace.army.mil/ops/regulatory

Joint Permit Application Continued (page 9 of 12)

		Continued (page 9 of 12)		
Step 15 of 16		nd must be received in order to process the application.		
What fees are required for permit processing and what methods are available for payment?	a. Check ☑ the appropriate box to Indicate the fee type: (See the "Glossary" on page 10 for the definitions of terms.) \$\sum_{100.00}^{\text{suppropriate}}\$ \text{ Non-Residential}\$ \$\sum_{100.00}^{\text{suppropriate}}\$ \text{ Su.00} - Residential}\$ If your activity involves dredging or filling, CMD will bill you on the basis of \$.04 per cubic yards for residential uses and \$.05 per cubic yards for all other uses. Fees may not apply if the Joint Permit Application is being processed by the local Parish. Additional fees may be assessed for mitigation processing.			
	b. Check ☑ the appropriate box to indicate payment method:			
	Check/Money O	rder Electronic Transfer		
	Credit Card (Visa	a or Mastercard only) Escrow Account		
COE and Local Parish Program	Make Check/Money Order payable to the Coastal Management Division.			
fees will be assessed	To pay by Credit Card, account information or	Electronic Transfer or Escrow Account, call CMD at 1-800-267-4019 to provide specific		
separately at the end of the process	 account information or provide account information on a separate sheet of paper and include with application. Cash is not accepted. 			
		Check this box when you have completed Step 15, then proceed to Step 16.		
Step 16 of 16	To submit this permit appli	cation, Maps and Drawings and all supporting documentation, select an option below.		
How do I submit the Joint Permit Application and Maps and Drawings for processing?	MAIL:	Coastal Management Division P.C. Box 44487 Baton Rouge, LA 70804-4487 If you select the MAIL option, submit the original and (7) seven copies of the Joint Permit Application, Maps and Drawings and supporting documentation.		
If your project is in the Galveston or Vicksburg District of the Corps of Engineers.	EXPRESS MAIL:	Coastal Management Division 617 North 3rd Street, Suite 1048 Baton Rouge, LA 70802 Phone: 225-342-7591		
please see page 12. Note: Please Feep a copy of the		If you select the EXPRESS MAIL option, submit the original and (7) seven copies of the Joint Permit Application, Maps and Drawings and supporting documentation.		
completed	FAX:	225-342-6760		
application for your records		Attention: Coastal Management Division, Joint Permit Application Processing		
		 Include a cover sheet with the total number of pages; and 		
		 If you select the FAX option, follow-up with one of the mail options to prevent delay if the fax is not legible. 		
		 Payment arrangements should be made prior to faxing your application by calling CMD at 1-800-267-4019. 		
		Check this box when you have completed Step 16, then submit for processing		

TRACT #5	XXX
TRACT #6	XXX
TRACT #7	CLAUDE P. PRICE
TRACT #8	XXX
TRACT #9	LAURA PORCHE AUTHEMENT
TRACT #10	LARRY AUTHEMENT
TRACT #11	PEGGY DUPLANTIS, ET AL
TRACT #12	CALVIN J. AUTHEMENT
TRACT #13	CALVIN J. AUTHEMENT
TRACT #14	KIM A. DOMANGUE
TRACT #15	DEBORAH CARNEY HEBERT
TRACT #16	REINALDO R. BEAL
TRACT #17	ERIC J. CARLOS
TRACT #18	
	KENNIE DWIGHT MARYLAND
TRACT #19	WILSON DUPLANTIS
TRACT #20	THE CONGREGATION OF THE H
TRACT #21	ROBERT J. BOUDREAUX, ET A
TRACT #22	ROBERT J. BOUDREAUX, ET A
TRACT #23	CLEUS C. BERGERON SR.
TRACT #24	MRS. BERTHA A. BOUDREAUX
TRACT #25	DUPLANTIS EXPLORATION, INC.
TRACT #26	EUNICE BLANCHARD VOISIN
TRACT #27	JAMES J. COLLINS, JR.,ET
TRACT #28	BRYAN W. VOISIN
TRACT #29	WESLEY JOHN FITCH
TRACT #30	YVONNE CHAUVIN AUTHEMENT
TRACT #31	SIDNEY HEBERT
TRACT #32	LAWRENCE LUKE
TRACT #33	LL&E/ BURLINGTON RESOURC
TRACT #34	ANTOINE H. BOURG
TRACT #35	JAMES J. CARLOS
TRACT #36	ESTATE OF JAMES J. CARLOS
TRACT #37	XXX
TRACT #38	XXX
TRACT #39	XXX
TRACT #40	ESTHER C. GUIDRY ET AL
TRACT #41	MOAH P. ORDOYNE
TRACT #42	PATRICIA CHARLES
TRACT #43	TRAVIS J. LUKE ET AL
TRACT #44	XXX
TRACT #45	XXX
TRACT #46	XXX
TRACT #47	XXX
TRACT #48	
TRACT #48	ROBERT J. BOUDREAUX, SR.
TRACT #49	XXX
TRACT #50	XXX
	RYAN PROPERTIES INC., ET
TRACT #52	RYAN PROPERTIES INC., ET
TRACT #53	JEROME JOSEPH FANGUY
TRACT #54	ABEL J. BOUDREAUX, ET AL
TRACT #55	CAMILLE J. COLLINS
TRACT #56	EDDIE VOISIN, JR.
TRACT #57	GLYNN J. DUPLANTIS
TRACT #58	PERCY PETER DUPLANTIS
TRACT #59	XXX
TRACT #60	JESSIE C. SCOTT, ET AL
TRACT #61	WILBERT JOS, MARONGE
1	

CONSTRUCTION, BEDONG,
RECORDATION, CONVEYANCE,
SALES, OR AS THE BASIS
FOR THE ISSUANCE
OF A PERMIT
REVISIONS
REVISIO

PRELIMINARY
THE DOCUMENT SHALL
NOT BE USED FOR
CONSTRUCTION, BEDONG.

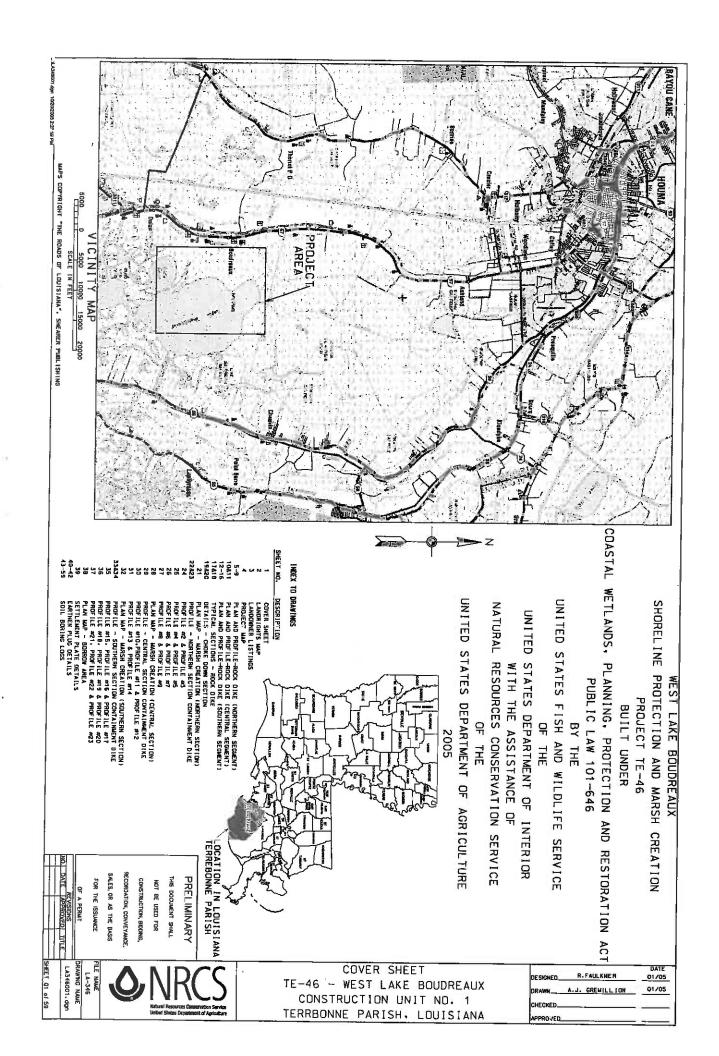
LANDOWNER LISTINGS
TE-46 - WEST LAKE BOUDREAUX
CONSTRUCTION UNIT NO. 1
TERREBONNE PARISH, LOUISIANA

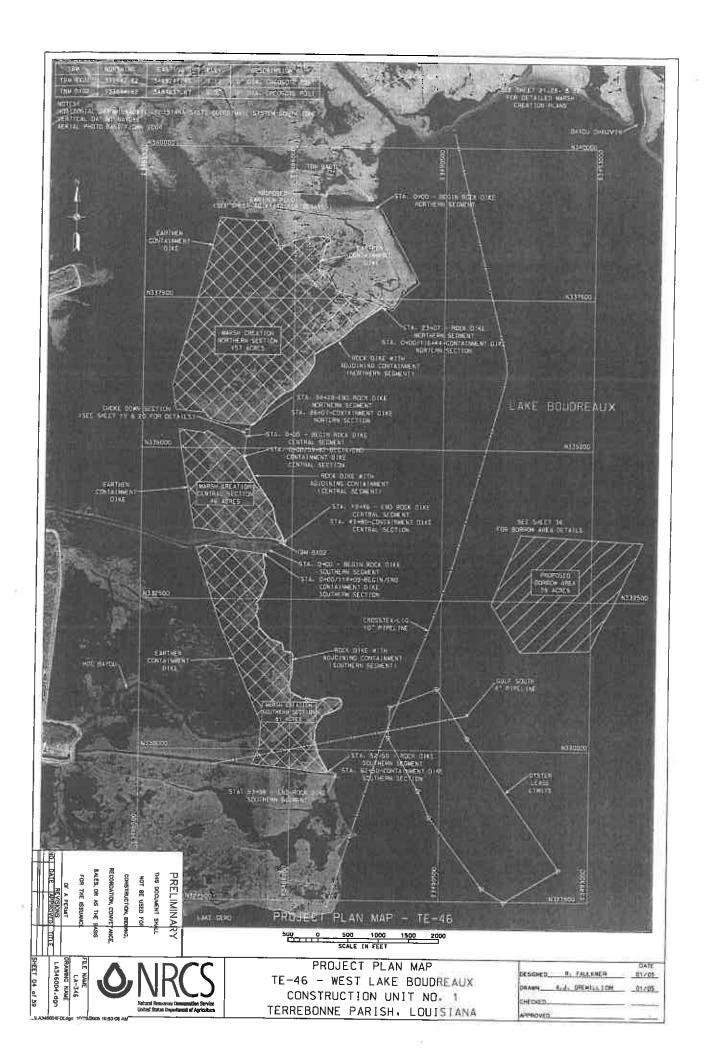
DESCRED R. FAILKRITH DV05

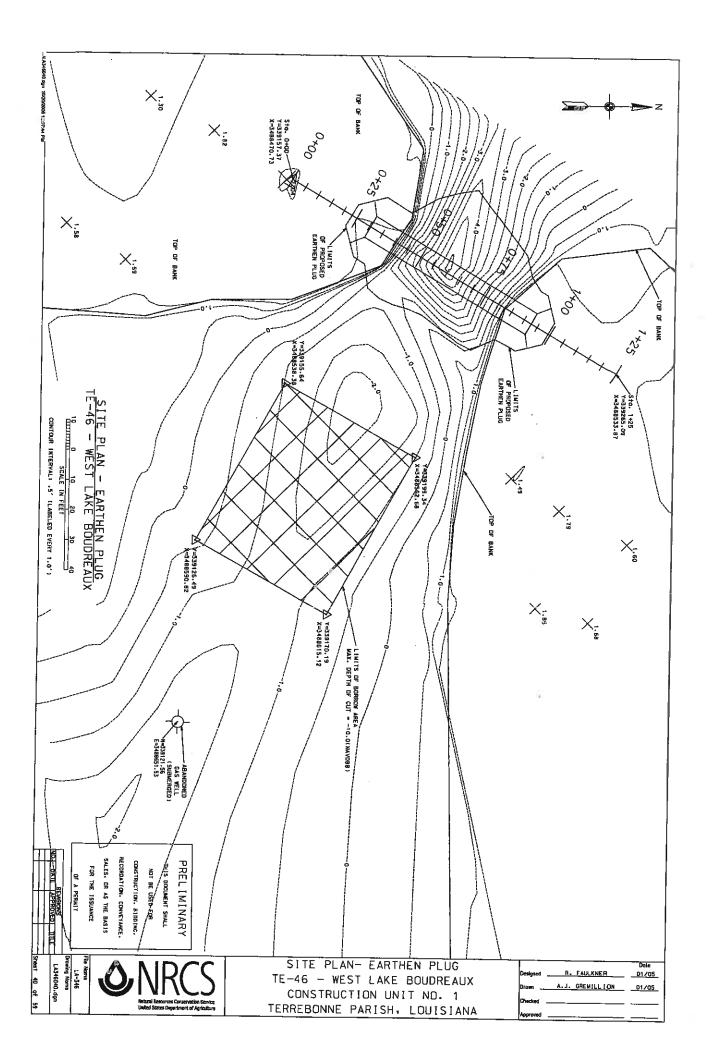
DRAWN AU SEMILION 01/05

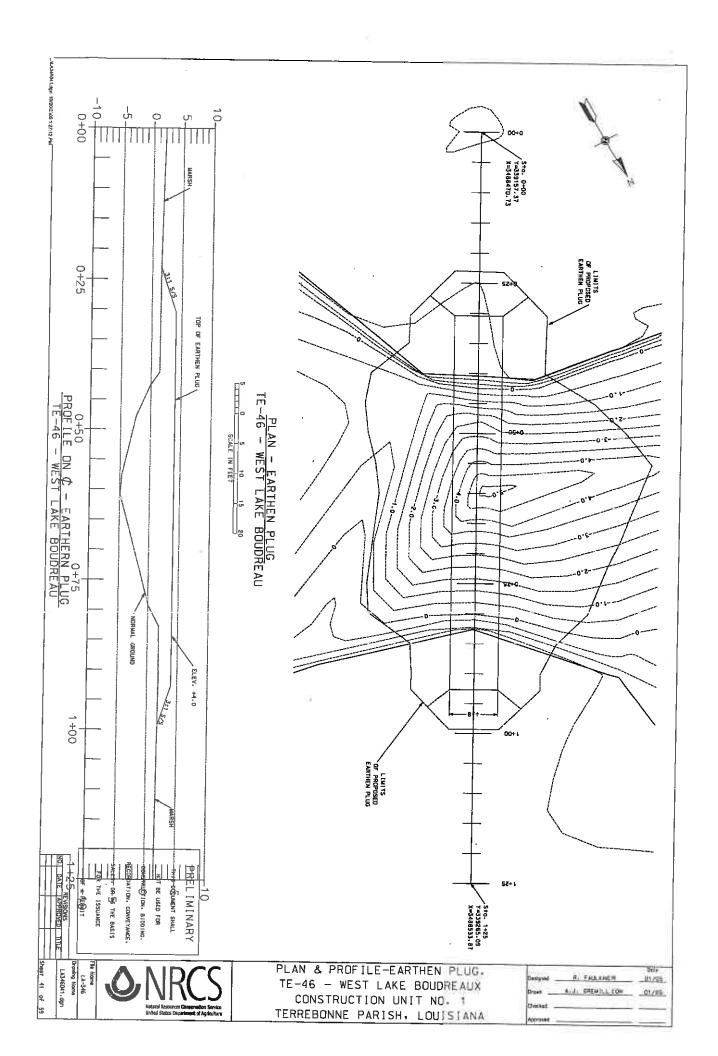
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LA-346
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United States Department of Applications





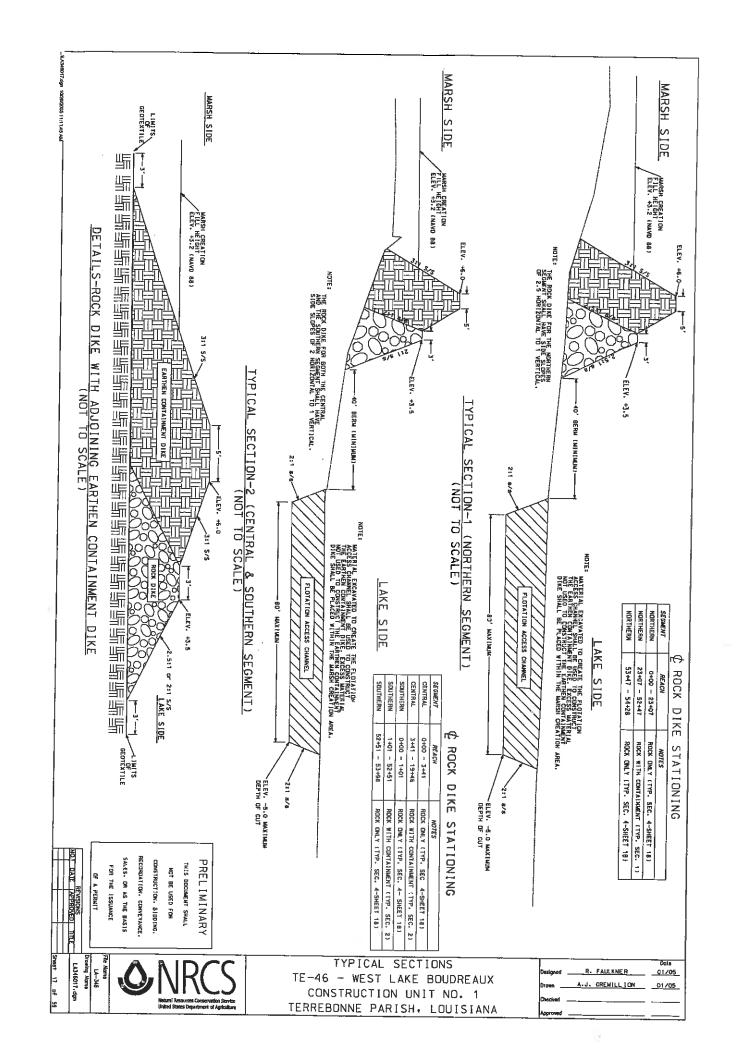


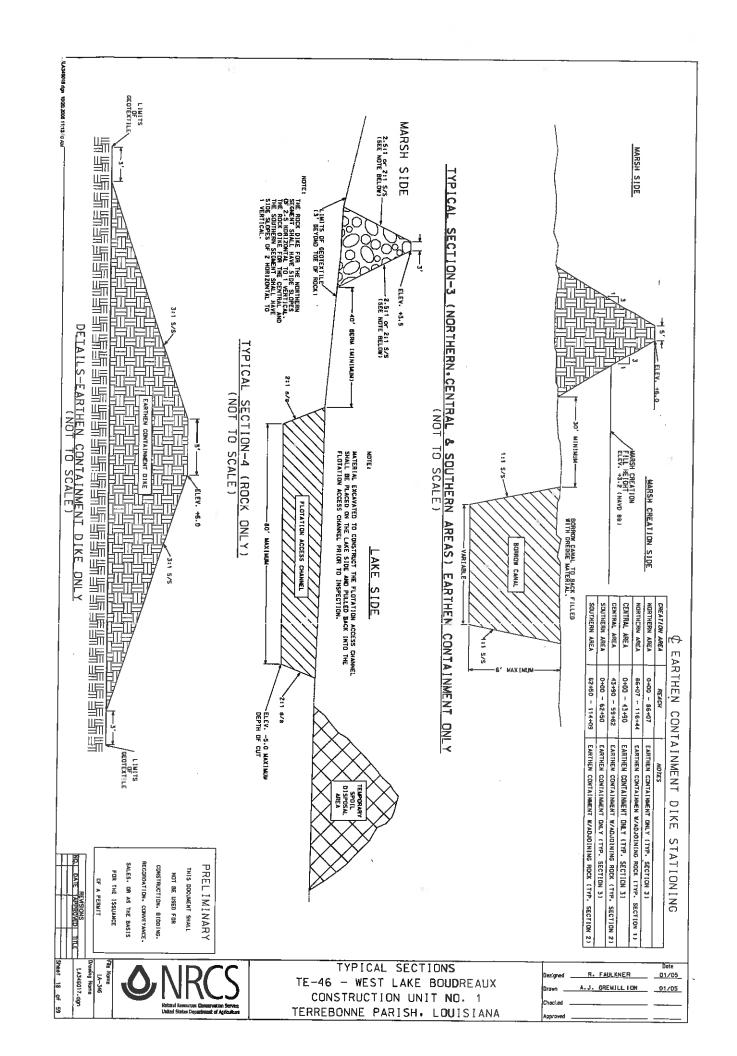


MARSH SIDE -25 TYPICAL SECTION - WITHIN CHANNEL EARTHEN PLUG TYPICAL SECTION - OUTSIDE OF CHANNEL EARTHEN PLUG EARTHEN EARTHEN PLUG 25 LAKE SIDE SALES. OR AS THE BASIS RECORDATION, CONVEYANCE. PREL IMINARY CONSTRUCTION. BIDDING. THIS DOCUMENT SHALL NOT BE USED FOR CROSS SECTIONS-EARTHEN PLUG. B. FALKREH TE-46 - WEST LAKE BOUDREAUX

CONSTRUCTION UNIT NO. 1
TERREBONNE PARISH, LOUISIANA

A. J. CHEMILL TON DIVES





(SCALE AS SHOWN) (19)

THE ELEKATION OF THE TOP OF THE ROCK
IN THE CHOIC DOWN SECTION SHALL BE
NO HIGHER THAN EXISTING GROUND.

SOUTHWALL SECTION SHALL BE
NORMAL

ACCK DIKE (BEYOND)

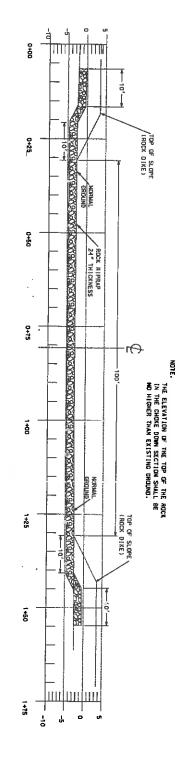
ACCK RIPPAP

TO

THORNESS 25

THORNESS 2

(SCALE AS SHOWN) (19)



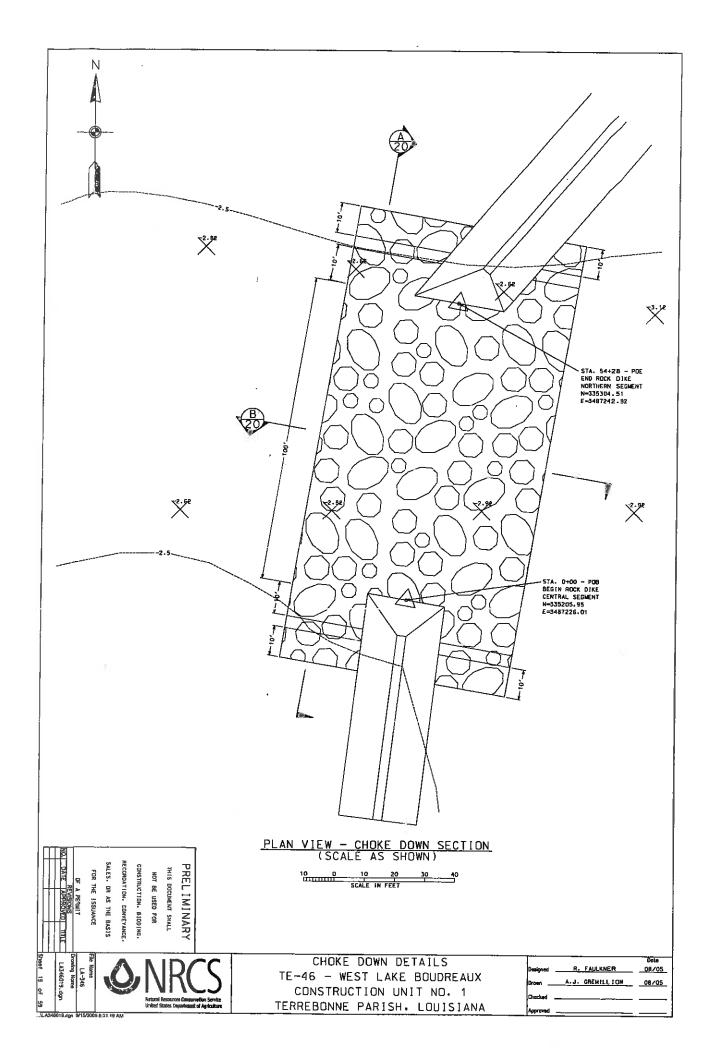
PRELIMINARY
THIS DOCUMENT SHALL
NOT BE USED FOR
CONSTRUCTION. BIDDING.
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Sheet 20 of 59

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CHUKE DOWN DETAILS
TE-46 - WEST LAKE BOUDREAUX
CONSTRUCTION UNIT NO. 1
TERREBONNE PARISH, LOUISIANA



ATTACHMENT VI

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

OPERATION, MAINTENANCE, AND REHABILITATION BUDGET

ATTACHMENT VI

OPERATION AND MAINTENANCE BUDGET

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

LEAD AGENCY: United States Fish and Wildlife Service

PROJECT FEATURES

- 12,447 linear feet of foreshore rock dike
- 220 acres of marsh creation

OPERATION AND MAINTENANCE / REHABILITATION ASSUMPTIONS

The operation, maintenance, and rehabilitation budget for the West Lake Boudreaux Shoreline Protection and Marsh Creation (TE-46) was based on the following assumptions:

- Year 2 Degrade earthen containment dikes to marsh elevation.
- Year 10 Assume 2.0 foot lift of rock rip-rap will be required along the entire length of foreshore rock dike with estimated quantity of 26,642 tons.

Rebuild earthen plug.

OPERATION AND MAINTENANCE CONSIDERATIONS

(Based on a 20 year project life; costs include inflation)

A. ANNUAL INSPECTIONS: \$128,100 (1 day field trip with 5 team members including federal participant, boat, and report form)

- B. ANNUAL COST OF OPERATIONS: \$0(No operations required for this project)
- C. PREVENTATIVE MAINTENANCE \$0
- D. COSTS FOR MAINTENANCE PROJECT AT YEAR 2 (2011)

Construction:

1. Mobilization/Demobilization \$ 34,000 (lump sum)

2. Degrade Earthen Containment Dikes \$ 123,444 (10,160 L.F. @ \$12.15/L.F.)

3. Structure Removal: \$ 7,450

Construction Total: \$ 164,894

Total Construction Cost (Actual) \$ 164,894

TOTAL COST FOR MAINTENANCE AT YEAR 2 (2011) \$ 164,894

E. COSTS FOR MAINTENANCE PROJECT AT YEAR 10 (2019)

Construction:

1. Mobilization/Demobilization \$ 100,000 (lump sum)

2. Recap rock dike \$1,998,150 (26,642 tons @ \$75/ ton)

3. Rebuild Earthen Plug \$ 10,000 (lump sum)

Construction Total: \$2,108,150

Contingency (25%) \$ 527,038 \$2,635,188

Total Estimated Construction Cost (2019): \$2,635,188

5. LDNR Administration \$ 46,880

6. Engineering Consultant Design, Survey and Inspection: \$ 312,463

Basic E&D Services: \$184,463

(\$2,635,188 x 7%))

Construction Inspection: \$ 85,500

(900 hrs. @ \$95)

Construction Administration: \$ 25,000

(200 hrs @ \$125/hr)

TOTAL COST FOR MAINTENANCE AT YEAR 10 (2019) \$2,994,531

OPERATION, MAINTENANCE AND REHABILITATION (O&M) BUDGET SUMMARY – TE-46 WEST LAKE BOUDREAUX

O&M Budget: \$3,287,525

Year 10 Maintenance – Rock Quantity Calculations

Rock Dike: Assume a 2.0' lift along the entire length of rock dike.

Length: 12,772 linear ft.

Height: Use avg. settlement of 2.0'

End area: 16.0 sq. ft. Volume: 7,569 cu. yd.

Quantity: 7,569 cu. yd. x 1.6 = 12,110 tons x 1.10 (losses) = 13,321 tons (Eliminated year 5 of the original Maintenance Budget and included the 13,321 tons in Year 10 for a total of 26,642 Tons)

Annual Inspections: (Beginning in 2007 including inflation)

	Annual Inspection Field Trip Rate	\$4,047		
((USFWS, One-Day, Based on PPL12	Summary Cost Data	for O&M Functions,	2002)

(USFWS, One-Day, Based on PPL12 Summary Cost Data for O&M Functions, 2002)		
Year 1 (\$4,047 x 1.1425)	\$4,624	
Year 2 (\$4,047 x 1.1802)	\$4,776	
Year 3 (\$4,047 x 1.2191)	\$4,934	
Year 4 (\$4,047 x 1.2594)	\$5,097	
Year 5 (\$4,047 x 1.3009)	\$5,265	
Year 6 (\$4,047 x 1.3439)	\$5,439	
Year 7 (\$4,047 x 1.3882)	\$5,618	
Year 8 (\$4,047 x 1.4340)	\$5,803	
Year 9 (\$4,047 x 1.4813)	\$5,995	
Year 10 (\$4,047 x 1.5302)	\$6,193	
Year 11 (\$4,047 x 1.5807)	\$6,397	
Year 12 (\$4,047 x 1.6329)	\$6,608	
Year 13 (\$4,047 x 1.6868)	\$6,826	
Year 14 (\$4,047 x 1.7424)	\$7,051	
Year 15 (\$4,047 x 1.7999)	\$7,284	
Year 16 (\$4,047 x 1.8593)	\$7,525	
Year 17 (\$4,047 x 1.9207)	\$7,773	
Year 18 (\$4,047 x 1.9841)	\$8,030	
Year 19 (\$4,047 x 2.0495)	\$8,294	
Year 20 (\$4,047 x 2.1172)	\$8,568	

\$128,100

Annual Inspections

ATTACHMENT VII

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

OPERATION OF STRUCTURES

ATTACHMENT VIII

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

ANNUAL INSPECTIONS

The purpose of the annual inspections is to inspect and evaluate the condition of all project features to determine if structures are operating correctly and identify any deficiencies that may require maintenance. An annual inspection report outlining these field observations will be drafted by CPRA. This report shall include the type of structure and description, date and time of inspection, personnel present for inspection, weather conditions, water levels at the time of inspection, general condition of and any observed damages to structures.

In the case of severe storms and tidal events, additional inspections may be required during the annual inspection period to assess potential damage from such weather events.